

The BOPW may vote to go into Closed Session on any agenda item as allowed by State Law.

ROUTINE BUSINESS

1. Announcement of Open Meetings Act
 2. Roll Call
 3. Agenda Approval
 4. February 16, 2023 Minutes
 5. Utility Superintendent Report
 6. Claims
-

OLD BUSINESS

1. Discussion and Action -
-

REGULAR BUSINESS

1. Discussion and Action – Master Agreement MPUA Resource Services Corporation (RSC).
 2. Discussion and Action – Phase 8 Replacement Project Natural Gas Bids
 3. Discussion and Action – Customer #1045 Sewer Adjustment Request
-

ADJOURNMENT

Anthony Nussbaum, City Clerk

Utility Superintendent Report | February 2023

UTILITY DEPARTMENT

Interviewed Dakotah Keller for the position of Apprentice Lineman. After the interview the committee unanimously decided to offer the position to Dakotah. He has accepted and his first official start date is February 21st. This will put the line crew at full staff.

We had a mandatory pre-bid meeting for the Phase 8 Replacement project on February 6th at City Hall. This is a natural gas main and services replacement project to be completed by a contractor. Bids are due on February 22nd at 12:00 p.m.

2 new Assistant Operators started their employment with the City at the Power Plant, Drew Foster started on February 7th and Micah Bogdanoff started on February 15th. This puts the Power Plant at full staff.

The City Council awarded the Reed Bed Rehabilitation & Replacement contract to Rulo Transportation LLC in the amount of \$315,295.68. This has been a long process to bring this project to this point, we had several conversations with the NDEE and NDA to get it approved to continue the use of *Phragmites australis* reeds as part of our plant process.

I completed and submitted the Tier II hazardous materials report for 2022 as required by the State of Nebraska.

I completed and submitted the Net Metering Report for 2022 as required by the Nebraska Power Review Board.

We experienced an issue with the Power Cost Adjustment (PCA) calculation that happened in October of 2022 when the new rates were put into place affecting October, November, and December. After all the credits were calculated it totaled \$411,920.00 with the largest amounts going to our large power users, industrial and commercial customers. We have put some additional checks and balances procedures in place to ensure that it does not occur again in the future.

Talked to several customers and explained the PCA and PGA to them.

We continue to receive material for the Electric Distribution System Upgrade Project.

Completed our Grant County, Oklahoma tax assessment for our natural gas storage in Oklahoma.

Attended a teams meeting with NMPP, TEA and Healy Law Firm to discuss the congestion issue that has happened a couple of times resulting in some very high hourly pricing at the Falls City pricing node. TEA on our behalf will be contacting the market monitor to make sure they are aware of the issue, in addition to that they will be initiating a RMS (Request Management System) with SPP and directing it to their modeling and operations groups to see if we can get a good response from SPP as to exactly why this issue has happened and seems to only affect the Falls City pricing node.

Talked with Matthew Duffek from the NDEE regarding the lead service line inventory and replacement which is part of the LCRR (Lead and Copper Rule Revised) and the possibility of assistance at no-cost for the inventory portion and a SRF loan with 63% forgiveness on the replacement portion.

We will be sending out a flyer in the February bill with regards to the customers water service and what type of material it is. This is one of our first steps in gathering information to start our Lead Service Line (LSL) inventory as required by the EPA.

Work continues on the repair of Engine #5 at the power plant. Farabee Mechanical has been on site for a couple of weeks, the crankshaft has been installed and the top half of the engine has been set. There is still plenty of work to be done before the engine will be ready for a test run hopefully sometime in March.

Sent an invoice in the amount of \$934.63 to Ryder Trucking for repairs to our electric system caused by a driver delivering to True Value on Stone Street.

Opened bids for the Phase 8 Replacement project (natural gas main and service replacement) at noon on February 22nd. USDI will have a letter of recommendation for me to present to the BOPW at their March 2nd meeting.

Unit #8 automation project is complete, the engine is running well and the new control system is performing as advertised. At some point in the future the BOPW may want to consider the automation of Unit #7 which would make all of our RICE compliant units automated.

Participated in a team's meeting regarding the capacity needed to supply natural gas to the proposed super site located south of town. Representatives from the City, OPPD, EDGE, Olsson and Southern Star were all part of the discussions.

Participated in a zoom meeting regarding the development of Wilderness Falls Phase III which consists of 6 new duplexes in the Champions Crossing development on the north end of town.

Respectfully Submitted

Ray Luhning
Utility Superintendent



Why work with us?

get exclusive benefits from your MPUA membership



SAVE MONEY

TRUSTED RESOURCE

TRAINING OPPORTUNITIES

Supplement your crews with equipment and labor you might not have for specialty jobs. We'll work right alongside your city's line crews or do the whole job for you.

- Non-profit organization means savings of at least 10%
- Buying services from your own organization means you can trust our crews to understand the nuances of municipal utility operations
- Training opportunities for specific line skills or with apprentices to help strengthen your hometown team's skills

Services Offered

MPUA-RSC offers a customized approach to your electric distribution system's line service needs. We're happy to discuss your project needs and provide a cost estimate. Prevailing wage documentation can be provided upon request. The flexibility offered by the MPUA-RSC crew means you can spread the work over several years if that works better for your utility.

- Single-phase and three-phase pole changeout
- Single-phase and three-phase reconductoring
- Overhead and underground powerline construction and maintenance
- Overhead and underground fiber optic cable installation and makeready construction
- Overhead and underground secondary and service installation
- Overhead and underground transformer installation and changeouts
- Streetlighting construction and maintenance
- Energized and de-energized on the job training in power line construction
- Some substation and non-energized transmission work (34.5 & 69 kV)

Associated Services

The MPUA Electric Line Services program has access to additional resources so let us know if you need assistance with other aspects of an electric distribution system project. Our team can discuss this with you and provide a cost estimate.

Mutual Aid

MPUA's Mutual Aid program is for emergencies. The costs are generally more expensive than regular crew work due to the amount of overtime work and the FEMA established emergency rates. But don't worry, the MPUA-RSC line crew will also be part of the MPUA Mutual Aid network. Once we get permission from the city where we're working, we'll head to your city to lend a hand.

Working with MPUA-RSC

Agreements Needed

The first step to using the MPUA-RSC services is to contact us so we can review your project and get you a project estimate. *You will be provided two documents that need to be signed before work can start on your city's electric distribution system.*



Master Services Agreement: this document covers basic work agreement parameters. **Signing the Master Services Agreement does not require that you use any of the MPUA-RSC services or prevent you from using any other contractors.** The document includes items like general conditions, prevailing wage, grievances, and insurance. This foundational agreement can be used for any MPUA-RSC services offered once it has been signed.

Project Services Agreement: this document provides project-specific items like the scope of work to be performed and the pricing.



Purchasing Process

As a non-profit it is our goal, through the economies of scale, to be able to offer services at the lowest prices. But each city government's purchasing policies can vary. Listed below are some of the ways we can work with you.

Model Ordinance allows a city utility to allow a special purchasing arrangement between a city and the MPUA-RSC. The ordinance would allow cities to purchase services directly from the MPUA-RSC because we are a membership-based organization that exists to work in the best interest of the member without the goal of making a profit. Additionally, the IRS 501(c)(3) non-profit status includes the provision that no one benefits financially from the MPUA-RSC's income.

Request for Proposals will be responded to by the MPUA-RSC. Please have your purchasing department add the MPUA-RSC to their outreach for responses to an RFP for electric line services.

Piggyback Contract is a term used to describe one city using another city's bidding process results. If your city allows for this type of purchasing arrangement, contact us and we'll put you in contact with a city where the MPUA-RSC responded to their Request for Proposal's bidding process.

The MPUA Resource Services Corporation (RSC) is a non-profit 501(c)(3) corporation. It was organized to provide a more efficient cost structure for member utility services across multiple utility sectors—electric, natural gas, water, wastewater, and broadband.



ElectricCrew@MPUA.org
573-445-3279
MPUA.org

2200 Maguire Boulevard
Columbia, MO 65201

improving local quality of life through hometown utilities

MASTER SERVICES AGREEMENT

BETWEEN

**MPUA
RESOURCE SERVICES CORPORATION
("MPUA RSC")**

AND

("CITY")

THIS MASTER SERVICES AGREEMENT is made as of this ____ day of _____, 20__ (“Effective Date”), by and between MPUA Resource Services Corporation (“MPUA RSC”), a Missouri Chapter 355, RSMo., Nonprofit Corporation, created and existing under the laws of the State of Missouri, and the City of _____ (“City”) a member of the Missouri Energy Commission (“MEC”).

1.0 PURPOSE AND CONSTRUCTION OF AGREEMENT

- 1.1 MPUA RSC and City (herein after the “Party” or “Parties”) intend to enter into one or more agreements whereby MPUA RSC provides services to City (each a “Project Services Agreement”), see Appendix A hereto. The Parties wish to establish the general terms and conditions that shall apply to all Project Services Agreements between MPUA RSC and City. As used herein, “Agreement” means and includes this Master Services Agreement and any subsequent Project Services Agreement(s), including all appendices, exhibits and attachments thereto. In consideration of the mutual covenants, promises, and consideration set forth in this Agreement and in any subsequent Project Services Agreement(s), the Parties hereto agree as follows.
- 1.2 After discussion, MPUA RSC and City have entered into this Agreement with the intent to provide City’s ratepayers the benefit and advantage of highly qualified services at fair and reasonable prices.
- 1.3 This agreement is not exclusive. MPUA RSC and City both have the right to enter into and contract with other parties for the provision of the same or similar services. It is expressly understood and agreed that nothing in this Agreement shall preclude MPUA RSC from contracting with other cities or towns to provide the same or similar services. It is also expressly understood and agreed that nothing in this Agreement requires City to use, request or acquire any service(s) from MPUA RSC.
- 1.4 This Agreement does not confer any other rights not described herein.
- 1.5 Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition on MPUA RSC or City with respect to any agreement or arrangement either Party has heretofore entered or may enter into in the future with respect to any services.
- 1.6 The words “shall” and “will” are always mandatory and not merely permissive.

2.0 TERM AND EFFECT OF AGREEMENT

- 2.1 This Agreement shall remain in effect until terminated or until superseded by a subsequent Master Services Agreement signed by both Parties.

- 2.2 This Agreement shall govern the contractual relationship between MPUA RSC and City whenever MPUA RSC provides services to City under a Project Services Agreement administered by the designated MPUA RSC manager.

3.0 PREVAILING WAGE

- 3.1 Prevailing Wage: If a Project Services Agreement includes work that requires payment of prevailing wage as set forth in §§ 290.210 to 290.340, RSMo., the State of Missouri Prevailing Wage Law (the “Law”), then MPUA RSC shall pay workers prevailing wage in accordance with this Section and the Law. City shall be responsible for notification to MPUA RSC of project(s) which will be subject to prevailing wage requirements. MPUA RSC will provide a prevailing wage affidavit to City for each project(s) designated by City as requiring prevailing wage.
- 3.1.1 MPUA RSC shall comply and require its subcontractors to comply with the Law, as well as 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the “Rules”); the Annual Wage Order (“Wage Order”) issued by the State of Missouri’s Department of Labor and Industrial Relations; and any applicable Annual Incremental Wage Increase (“Wage Increase”) to the Annual Wage Order. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part of this Agreement and shall be collectively referred to as the “Prevailing Wage Requirements.”
- 3.1.2 Under the Law, work that meets the definition of “construction” includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair.” 290.210(2), RSMo. “Maintenance work,” that is not subject to the Law, is defined as “the repair, but not the replacement, of existing facilities when the size, type or extent of the existing facilities is not thereby changed or increased.” 290.210(6), RSMo.
- 3.2 MPUA RSC shall pay and require its subcontractors to pay to all workers performing work under this Agreement not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order, and any applicable Wage Increase. MPUA RSC shall take whatever steps are necessary to ensure that the prevailing hourly wage rates are paid and that all workers for MPUA RSC and each of its subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.
- 3.2.1 MPUA RSC shall maintain and require each of its subcontractors engaged in the construction of public works in performance of this Agreement to submit in a format prescribed by MPUA RSC, payroll

report information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project Services Agreement.

- 3.3 MPUA RSC will make all of its records, pertinent to this Agreement and/or any Project Services Agreement with City, open for inspection by any authorized representative of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such records will not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the records are made.

4.0 E-VERIFY

- 4.1 Pursuant to §285.530, RSMo., both MPUA RSC and City will comply with all state and federal laws in verifying the work eligibility status of all newly hired employees through E-Verify or any subsequent replacement program.
- 4.2 MPUA RSC and City hereby affirm that they do not knowingly employ any unauthorized alien, as that term is used in §285.530, RSMo.

5.0 SERVICES RENDERED

- 5.1 Services. MPUA RSC will perform services for City as specifically described in a Project Services Agreement, including all appendices, exhibits, and attachments thereto.
- 5.2 Conflicts. In the event a Project Services Agreement conflicts with the terms of this Agreement, this Master Services Agreement shall control and supersede any conflicting provisions of a Project Services Agreement.

6.0 PAYMENT, RECORDS, AND AUDIT

- 6.1 Payment. All payments to MPUA RSC for services satisfactorily performed pursuant to a Project Services Agreement will be made directly to MPUA RSC and directed to the attention of the individual or organization specified in the Project Services Agreement, unless MPUA RSC requests otherwise.
 - 6.1.1 Compensation. In consideration for MPUA RSC's performance of the services specified pursuant to a Project Services Agreement, City shall pay MPUA RSC an amount equal to the sum of the following amounts in connection with the performance of services:

- (a) the actual amount incurred by MPUA RSC for direct labor costs (See Exhibit 1 to the Project Services Agreement); plus
- (b) a reasonable usage fee for the use of any equipment provided by MPUA RSC (See Exhibit 1 to the Project Services Agreement); plus
- (c) the actual amount incurred by MPUA RSC for any verifiable incidental materials provided by MPUA RSC, or other direct costs applicable to the services rendered; plus
- (d) all indirect expenses of MPUA RSC allocatable to the services rendered; plus
- (e) the actual amount paid to any Approved Subcontractor for services performed (without duplication of amounts paid under any of clauses (a), (b), (c) (d) or (e)); (collectively, the "Compensation").

Any cost of MPUA RSC, or of any approved subcontractor must be reasonable, supported by proper documentation and in accordance with Good Utility Practice. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that any consideration for the services must be just and reasonable.

- 6.2 Method of Payment. As a condition to payment for services performed under a Project Services Agreement, MPUA RSC shall submit to City properly executed invoices and any additional reports or documents required by the Project Services Agreement. All invoices, performance reports and work statements shall state MPUA RSC's name and address and the Project Services Agreement contract number. Invoices must be signed by the designated MPUA RSC manager, who shall verify that the invoiced services have been performed.
- 6.3 Documentation of Costs. MPUA RSC will document all actual costs in connection with the services provided under any Project Services Agreement with properly executed payrolls, time records, invoices, records of service delivery, or any other official documentation evidencing in proper detail the nature and reasonableness of such costs. Such records and documents shall be retained for a period of five (5) years after receipt of final payment under the Project Services Agreement; provided, that for any records and documents that are the subject of audit findings, those records shall be maintained for either ten (10) years following final payment or until the audit findings are resolved, whichever is longer.
- 6.4 Notice Affecting Performance. Each Party shall notify the other of any matters that could adversely affect MPUA RSC's ability or eligibility to continue to perform services under the Project Services Agreement, or City's ability to pay

for services under the Project Services Agreement and shall do so immediately after discovery of such matter(s).

7.0 MANNER OF PERFORMANCE

- 7.1 Good Utility Practice. MPUA RSC shall provide all services according to “Good Utility Practice,” which means at a particular time, any of the practices, methods, standards and acts which, in the objective exercise of reasonable judgment in light of the facts and circumstances (including, but not limited to, the practices, methods and acts engaged in or approved by a significant portion of the municipal utility industry prior thereto) known at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with reliability and safety. Good Utility Practice shall, at a minimum, comply with applicable national safety codes and standards. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be a number of possible practices, methods, or acts. In evaluating whether any matter conforms to Good Utility Practice as used in this Agreement, the parties hereto shall take into account, among other facts, (A) the fact that MPUA RSC and City are public bodies organized under the laws of the State of Missouri, with the statutory duties and responsibilities thereof, and (B) the intended purposes and obligations of MPUA RSC and City under this Agreement.
- 7.2 Quality of Performance. Notwithstanding the foregoing Section 6.1, MPUA RSC shall be solely responsible for the quality and suitability of services provided under the Project Services Agreement. If during the course of the Project Services Agreement, City determines services being provided by MPUA RSC are not satisfactory, MPUA RSC and City, working together, will determine a corrective course of action and time period in which such action is to be taken.

8.0 CONTRACTUAL RELATIONSHIP

- 8.1 The relationship of MPUA RSC to City by reason of this Agreement shall be that of an independent contractor, and the Parties agree that no employee of either Party shall be deemed or claimed to be an employee of the other Party for any purpose.
- 8.2 This Agreement does not authorize either Party to act as the agent or legal representative of the other Party for any purpose whatsoever. Neither Party is granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the other Party or to bind the other Party in any manner or thing whatsoever.

9.0 GRIEVANCES BY CITY

- 9.1 MPUA RSC will establish a system through which City under the Project Services Agreement may present grievances about the activities of MPUA RSC or any of MPUA RSC's employees. The system shall provide City with an informal hearing before representatives of MPUA RSC. If the informal hearing does not produce a mutual agreement, a meeting between the City Manager, or designee, and the MPUA RSC CEO shall be held within 30 days of the request of the City Manager.

10.0 INDEMNIFICATION AND INSURANCE

- 10.1 Indemnification. To the fullest extent permitted by applicable law, each Party agrees to indemnify and hold the other Party harmless from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including reasonable legal and other fees, expenses and reasonable attorneys' fees), actions or damages of any sort whatsoever arising out of any actual or alleged property damage, bodily injury or monetary penalty resulting from negligent acts or willful misconduct, errors or omissions of that respective Party in performing its obligations under this Agreement or any Project Services Agreement; provided, however, that neither Party will be required to indemnify the other Party in the event that any such loss, damage, expense, liability or claim is the direct result of the other Party or its officers, commissioners, council members, directors, members, employees, contractors, subcontractors, agents, or attorneys. Such defense by either Party extends, without limitation, to any and all expenses whatsoever, reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents, or taking any other reasonable action in respect of any loss, damage, expense, liability, or claim referred to in this paragraph (or action in respect thereof), whether or not resulting in any liability. The indemnity will include the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein, if such settlement is effected with the written consent of the other Party. In addition, none of the officers, commissioners, council members, Mayor, directors, members, employees, contractors, subcontractors, agents, or attorneys of either Party shall be personally liable for the performance of that respective Party's obligations under this Agreement or any Project Services Agreement.
- 10.2 The Parties further agree that the Parties shall not be liable to each other for any indirect, incidental, consequential, punitive, multiple, exemplary damages or lost profits arising out of, due to, or in connection with the Parties' performance or nonperformance under this Agreement or any Project Services Agreement, or any of its obligations herein, whether based on contract, tort, strict liability, warranty or otherwise.

10.3 Insurance.

- 10.3.1 MPUA RSC will obtain and maintain at all times during the term of any Project Services Agreement the minimum insurance coverage set forth in each specific Project Services Agreement.
- 10.3.2 All insurance policies will be written by a fully qualified insurance company licensed to provide insurance in the State of Missouri with an A.M. Best rating of at least A-VI.
- 10.3.3 Prior to commencing any services hereunder, and at all times during the term of the Project Services Agreement, at the request of City, MPUA RSC will submit satisfactory evidence to City that such insurance is in effect and shall not be cancelled or materially altered until at least thirty (30) days prior written notice has been given to City.
- 10.3.4 MPUA RSC and City will require that all subcontractors employed by them in the performance of this Agreement will maintain Workers' Compensation and all Liability coverage as required in the Project Services Agreement.
- 10.3.5 MPUA RSC and City hereby waive their respective rights of recovery and release each other from any claim for damages caused to any of their property (including buildings, personal property, vehicles, and equipment) and shall each have any insurance policies covering such properties endorsed to include waiver of subrogation.
- 10.3.6 MPUA RSC and City both waive their respective rights of subrogation and the rights of subrogation of their insurers against each other as respects all Workers' Compensation claims and each shall have their policies include a provision memorializing this waiver.

- 10.4 Sovereign and Municipal Immunity: No provision of this MSA or of the PSA is intended, or shall be construed, to be a waiver for any purpose by the City or the MPUA RSC of any applicable state limits on municipal liability or governmental immunity. No indemnification provision contained in this MSA or PSA under which either Party has agreed to indemnify the other shall be construed in any way to limit any other indemnification provision contained in this MSA or the PSA.

11 GENERAL CONDITIONS

- 11.1 Compliance with Laws: MPUA RSC and City will comply with all applicable laws of the United States, the State of Missouri and City; and the rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, MPUA RSC will specifically comply with the following requirements of this Section.
- 11.2 Licenses and Accreditation Standards: MPUA RSC will secure and maintain in full force and effect all required licenses, including all City licenses, permits, accreditation standards and similar legal authorizations and will comply with all requirements thereof.

12 ASSIGNMENT AND SUBCONTRACTING

- 12.1 MPUA RSC will not assign or subcontract any of its obligations under this Agreement or a Project Services Agreement(s) without City's written consent, which will not unreasonably be withheld. Any subcontract made by MPUA RSC will incorporate by reference all the terms of this Agreement and the Project Services Agreement. MPUA RSC will ensure that all subcontractors comply with the obligations and requirements of the subcontract.

13 TERMINATION AND SUSPENSION

- 13.1 For Convenience: Either Party may suspend or terminate this Master Services Agreement for any reason. However, City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.2 If City sells or otherwise disposes of its utility system (by lease, merger, consolidation or otherwise) prior to the termination of this Agreement or a Project Services Agreement; MPUA RSC may terminate this Agreement along with any active Project Services Agreement(s) by serving written notice thereof upon City, and such termination shall become effective as of the effective date of the sale or other disposition of the utility system.
- 13.3 Force Majeure: Neither MPUA RSC or City will be deemed in default nor be liable for damages arising from its failure to perform its obligations under this Agreement or any Project Services Agreement, if performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control, such as, but not limited to, an act of nature; an epidemic or pandemic; war or warlike operation; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control. If either Party is rendered wholly or partly unable to perform its material obligations under

this Agreement or any Project Services Agreement for reasons described under this subsection for a period of time exceeding thirty (30) days, then either Party may terminate this Agreement upon written notice to the other.

- 13.4 Loss of Funds: In the event that for any reason funds allocated to or by City for services contracted under a Project Services Agreement are or become no longer available to City for the purpose of compensating MPUA RSC, MPUA RSC may suspend or terminate, without recourse, MPUA RSC's obligation to render services to City. City would remain obligated to pay MPUA RSC for all services rendered and funds expended by MPUA RSC as of the effective date of such suspension or termination.
- 13.5 Notice of Suspension or Termination of this Master Services Agreement: Notice of suspension or termination of this Master Services Agreement shall be given by the Party suspending or terminating this Agreement to the other not less than thirty (30) days prior to the effective date of suspension or termination.
- 13.5.1 Notice of suspension or termination of a Project Services Agreement. Notice of suspension or termination of a Project Services Agreement shall be given by City to MPUA RSC not less than sixty (60) days prior to the effective date of suspension or termination and notice of suspension or termination of a Project Services Agreement shall be given by MPUA RSC to City not less than one hundred twenty (120) days prior to the effective dates of suspension or termination.
- 13.6 Actions upon Suspension or Termination: In the event of suspension or termination not the fault of MPUA RSC, MPUA RSC shall be paid for all services properly performed and all funds expended prior to termination, together with any reimbursable expenses then due.
- 13.7 Survival: Where any covenants, obligations, indemnities, or other provisions contained in this Agreement, or in any other instrument executed in connection with this Agreement, by its context or otherwise, evidences the intent of the Parties that such provision should survive the termination of this Agreement or the associated instrument, the provision shall survive the termination. Without limiting the generality of the foregoing, the Parties specifically acknowledge and agree that all covenants, obligations, and indemnities made in Sections 6.0, 10.1, 10.2, 10.3.5 and 10.3.6 shall survive this Agreement or any Project Services Agreement.

14 MISCELLANEOUS PROVISIONS

- 14.1 Amendments: Any changes, alterations, or variations to the terms of this Agreement or any Project Services Agreement(s) will not be valid unless made by formal written amendment and signed by authorized representatives of both Parties.

- 14.2 Notices: All notices to be given hereunder shall be in writing and may be given, served, or made by electronic mail, by depositing in the United States mail addressed to the party to be notified, postpaid and registered or certified with return receipt requested or by delivering in person to such person. All notices shall be sent to the following addresses:

If to MPUA RSC: MPUA Resource Services Corporation, Inc.
Attn: Kevin Thornton, MPUA RSC Line Crew Leader
2200 Maguire Blvd.
Columbia, MO 65201
Email address: kthornton@mpua.org
contractnotices@mpua.org and
electriccrew@mpua.org

Telephone: (573) 445-3279

If to City: _____

Attn:
Email address:
Telephone:

- 14.3 Applicable Law/Venue: This Agreement shall be construed and interpreted in accordance with the law of the State of Missouri. The venue of any action brought hereunder shall be in Boone County, Missouri.
- 14.4 Guaranteed Best Pricing: MPUA RSC represents that the Project Services Agreement will contain MPUA RSC's best pricing for all services supplied by MPUA RSC to City as of the date of the Project Services Agreement. MPUA RSC represents that the prices provided will not be less favorable than those currently extended to any other similarly situated City for the same goods or services, in equal quantities, as part of a similar market and under similar terms, but it is understood and agreed that the prevailing wage levels will impact the ultimate prices.
- 14.5 No Implied Waiver: Either Party may, at any time, waive, solely for that Party, compliance by the other Party with any obligation, covenant or condition contained in this Agreement or any Project Services Agreement(s). No such waiver, however, shall be deemed to constitute the waiver of such obligation, covenant, or condition in any other circumstance or the waiver of any other

obligation, covenant, or condition. The failure by any Party hereto from time to time to exercise such right or power provided herein shall not be construed as a waiver by such Party to exercise such right or power at any subsequent time or against any other Party.

- 14.6 Severability: If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 14.7 Entire Agreement: This Agreement including all appendices, exhibits and Project Services Agreement(s) executed in connection with this Agreement constitute the entire Master Services Agreement between the Parties. No verbal agreement or conversation between any officer, agent, associate, or employee of either City or of MPUA RSC shall affect or modify any of the terms or obligations contained in this Agreement. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties relating to the subject matter hereof. Further, in the event of conflict between this Agreement and any appendices, exhibits or Project Services Agreement(s); this Agreement shall control.
- 14.8 Mutual Agreement: The Parties acknowledge that this Agreement is entered into by mutual agreement of the Parties, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any Party on the basis of such Party's draftsmanship thereof.
- 14.9 Contract Execution: This Agreement may be executed in one or more counterparts, each of which will be deemed an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same Agreement. This Agreement shall be effective upon the execution of counterparts by both Parties, notwithstanding that both Parties may not sign the same counterpart. The Parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Agreement and shall be acceptable in a court of law.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement by having their representatives affix their signatures below.

MPUA Resource Services Corporation,

City

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Date

Date



Utility Safety & Design, Inc.
210 N Elson St. Suite C
Kirksville, MO 63501
(660) 474-0079
www.usdi.us

February 27, 2023

Mr. Ray Luhring, Utility Superintendent
Falls City Utilities
2307 Barada Street
Falls City, NE 68355
r.luhring@fallscityne.us

RE: Phase 8 Natural Gas Replacement Project – Bid Recommendation

Dear Ray,

USDI has tabulated the bids from one bidder for the above referenced project. Please refer to the attached bid tabulation. There were four responsive bidders. The apparent low bidder is JF Construction Services, LLC of Brunswick, MO. Their bid was for \$408,050.00 which is \$215,450.00 *lower* than the Engineer's estimate. I am not familiar with JF Construction so I called the reference provided for their most recent similar project. I spoke in-depth with the reference and they did not have any issues with JF Construction and would use them again.

JF Construction also had two minor discrepancies on their bid. First, they did not provide unit prices on the bid form. Second, they did not submit a price for bid item #16 which was added as part of Addendum #1. I communicated with JF Construction about these discrepancies. JF Construction agreed that the unit prices can be calculated by dividing their unit price totals by the estimated quantities. They also agreed that the cost of work for bid item #16 was included in the cost of other work on their bid. To memorialize this, we will issue a change to the specifications and have them sign off as a no cost change.

JF Construction submitted the required bid bond and did not note any exceptions or qualifications to their bid. Considering all of the above it is my recommendation that Falls City Utilities award the contract to JF Construction Services, LLC. Please feel free to contact me anytime if you have any questions or require additional information.

Respectfully Submitted,

Anthony Everette, P.E.
Vice-President Engineering
USDI

UNIONVILLE, MO
28847 US HWY 136
Unionville, MO 63565
(660) 947-3316

SHELBYVILLE, KY
1018 Mt. Vernon Dr.
Shelbyville, KY 40065
(502) 513-5127

OLNEY, IL
1927 Miller Drive
Olney, IL 62450
(618) 392-5502

WICHITA, KS
9540 W. Harry St.
Wichita, KS 67209
(316) 239-7313

BELLEVILLE, IL
9 Executive Woods Ct.
Belleville, IL 62226
(618) 277-1520

PRINCETON, MN
31481 125 1/2 ST NW
Princeton, MN 55371
(660) 474-0789

PITTSBORO, IN
7421 N. Co Rd. 225 E.
Pittsboro, IN 46167
(317) 417-3374



Utility Safety & Design, Inc.
210 N Elson St. Suite C
Kirksville, MO 63501
P (660) 474-0779 C (618) 407-8320

City of Falls City, NE
Phase 8 Replacement Project
Bid Tabulation - Bid Opening Feb. 22, 2023

Item No.	Description	Unit	Estimated Quantity	Engineer's Estimate		JF Construction		Infrasource		Michels		Meade	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	LS	1	\$ 100,000.00	\$ 100,000.00	\$ 28,000.00	\$ 28,000.00	\$ 28,143.90	\$ 28,143.90	\$ 17,093.33	\$ 17,093.33	\$ 99,943.00	\$ 99,943.00
2	Demobilization	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 8,000.00	\$ 8,000.00	\$ 16,077.05	\$ 16,077.05	\$ 17,093.33	\$ 17,093.33	\$ 49,898.00	\$ 49,898.00
3	4-inch HDPE Main, Complete	LE	3,500	\$ 35.00	\$ 122,500.00	\$ 27.00	\$ 94,500.00	\$ 46.34	\$ 162,190.00	\$ 64.34	\$ 225,190.00	\$ 58.95	\$ 206,325.00
4	4-inch HDPE Ball Valve, Complete	S	5	\$ 2,500.00	\$ 12,500.00	\$ 880.00	\$ 4,400.00	\$ 1,004.85	\$ 5,024.25	\$ 813.97	\$ 4,069.85	\$ 1,675.00	\$ 8,375.00
5	2-inch HDPE Main, Complete	LE	1500	\$ 30.00	\$ 45,000.00	\$ 24.50	\$ 36,750.00	\$ 33.51	\$ 50,265.00	\$ 53.25	\$ 79,875.00	\$ 54.80	\$ 82,200.00
6	2-inch HDPE Ball Valve, Complete	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 700.00	\$ 2,100.00	\$ 502.42	\$ 1,507.26	\$ 651.17	\$ 1,953.51	\$ 895.00	\$ 2,685.00
7	1 1/4-inch HDPE Main, Complete	LE	4000	\$ 27.50	\$ 110,000.00	\$ 19.00	\$ 76,000.00	\$ 28.24	\$ 113,040.00	\$ 46.60	\$ 186,400.00	\$ 36.85	\$ 147,400.00
8	2-inch HDPE Service Line, Complete	LE	3500	\$ 25.00	\$ 87,500.00	\$ 24.00	\$ 84,000.00	\$ 38.44	\$ 134,540.00	\$ 47.94	\$ 167,790.00	\$ 50.25	\$ 175,875.00
9	Tie-In Assemblies, Complete	EA	5	\$ 2,000.00	\$ 10,000.00	\$ 3,400.00	\$ 17,000.00	\$ 1,256.06	\$ 6,280.30	\$ 3,255.87	\$ 16,279.35	\$ 12,695.00	\$ 63,475.00
10	New 4-inch HDPE to Exist. 2-inch HDPE Main, Tie-In, Complete	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 4,000.00	\$ 4,000.00	\$ 10,048.48	\$ 10,048.48	\$ 2,604.70	\$ 2,604.70	\$ 26,210.00	\$ 26,210.00
11	New 4-inch HDPE to Exist. 1 1/4-inch HDPE, Main Tie-Ins, Complete	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 10,048.48	\$ 20,096.96	\$ 2,713.23	\$ 5,426.46	\$ 19,650.00	\$ 39,300.00
12	New 4-inch HDPE to Exist. 4-inch HDPE Main, Tie-In, Complete	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 4,800.00	\$ 4,800.00	\$ 10,048.48	\$ 10,048.48	\$ 2,504.52	\$ 2,504.52	\$ 28,760.00	\$ 28,760.00
13	Stop, Purge, Cap, and Abandon Existing Mains, Complete	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 41,000.00	\$ 41,000.00	\$ 27,872.99	\$ 27,872.99	\$ 192,014.57	\$ 192,014.57	\$ 40,670.00	\$ 40,670.00
14	Locating Test Stations, Complete	EA	10	\$ 275.00	\$ 2,750.00	\$ 75.00	\$ 750.00	\$ 100.48	\$ 1,004.80	\$ 217.06	\$ 2,170.60	\$ 450.00	\$ 4,500.00
15	Anode Installation, Complete	EA	10	\$ 275.00	\$ 2,750.00	\$ 75.00	\$ 750.00	\$ 125.61	\$ 1,256.10	\$ 325.59	\$ 3,255.90	\$ 275.00	\$ 2,750.00
16	Tie-In Existing Service Lines, Complete	LS	1	\$ 10,000.00	\$ 10,000.00	no bid	no bid	\$ 27,342.12	\$ 27,342.12	no bid	no bid	\$ 950.00	\$ 950.00
Total				\$ 623,500.00	\$ 623,500.00	Total	\$ 408,050.00	Total	\$ 614,687.69	Total	\$ 923,721.12	Total	\$ 979,316.00

See note 2 & 3

See note 1 & 2

Bidder Qualifications	Yes	No	Yes	No	Yes	No	Yes	No
Bid bond submitted and complete?	X		X		X		X	
Proposal delivered before deadline?	X		X		X		X	

Note 1: Bidder did not submit unit price values. Unit prices shown were calculated by engineer based on total price submitted and quantities.
Note 2: Bidder did not submit price for bid item #16.
Note 3: Multiple total/extended prices were incorrect and adjusted based upon submitted unit price and quantities. Total bid price was adjusted.



Prepared by: USDI - Anthony W. Everette, P.E.

CITY OF FALLS CITY
REQUEST FOR
BOARD OF PUBLIC WORKS

If you have a specific item that you would like to put on the Board of Public Works agenda, please list your name, address, telephone number, and the specific description of your request. The item will be reviewed and possibly scheduled for a future meeting, or forwarded to Utility staff for appropriate action.

NAME: Mike Joy / Karen Joy

ADDRESS: 2004 Fair Ave Falls City NE

TELEPHONE #: _____

DATE OF REQUEST: 2-22-2023

DESCRIPTION OF REQUEST:

Waiver of Sewer usage portion of billing

BENNETT HEATING, COOLING & REFRIGERATION, INC.
307 MAIN ST. P.O. BOX 104
VERDON, NE 68457
402.883.2728

February 22, 2023

To: Board of Public Works

Re: 2004 Fair Ave. - Sewer Usage

To Whom It May Concern:

On February 1, 2023 a water line break was discovered at 2004 Fair Ave, Falls City, NE. A washing machine hose broke and ran approximately 30,000 gallons of City water in the house. The water traveled down the return air duct to the basement. There is no floor drain in this basement. There is a sump pump in the mechanical room that is piped to the Northeast corner of the house and discharged on the North lawn and driveway area. As a result, no water ran through the sewer system.

The system was repaired February 3, 2023.

Thank You,



Chuck Bennett
License #2023-5642

Cust# Name		Service Location					
Date	Transaction	Present	Prior	# Days	Usage	Amount	Balance
1045	KAREN JOY	2004 FAIR AVE					
	Beginning Balance						\$11.89
1/7/2022	PAYMENT Check					(11.89)	\$0.00
	Electric CHARGE	30848	30612	33	236	42.42	
	Sewer CHARGE	194	194	33	0	22.54	
	Water CHARGE	194	194	33	0	10.60	
	Gas CHARGE	607	600	33	7	98.27	
	Excise TaxCHARGE					2.00	
	TAX					11.42	
1/31/2022	TOTAL					187.25	\$187.25
2/14/2022	PAYMENT Check					(187.25)	\$0.00
	Electric CHARGE	31098	30848	30	250	41.67	
	Sewer CHARGE	194	194	30	0	22.54	
	Water CHARGE	194	194	30	0	10.60	
	Gas CHARGE	613	607	30	6	86.78	
	Excise TaxCHARGE					2.00	
	TAX					10.57	
2/28/2022	TOTAL					174.16	\$174.16
3/9/2022	PAYMENT Check					(174.16)	\$0.00
	Electric CHARGE	31346	31098	27	248	41.49	
	Sewer CHARGE	195	194	27	10	22.87	
	Water CHARGE	195	194	27	10	11.07	
	Gas CHARGE	617	613	27	4	63.85	
	Excise TaxCHARGE					2.00	
	TAX					8.97	
3/31/2022	TOTAL					150.25	\$150.25
4/6/2022	PAYMENT Online Payment - PSN					(150.25)	\$0.00
	Electric CHARGE	31491	31346	30	145	32.09	
	Sewer CHARGE	195	195	30	0	22.54	
	Water CHARGE	195	195	30	0	10.60	
	Gas CHARGE	618	617	16	1	40.67	
		785	784	14	1		
	Excise TaxCHARGE					2.00	
	TAX					6.67	
4/30/2022	TOTAL					114.57	\$114.57
5/5/2022	PAYMENT Check					(114.57)	\$0.00
	Electric CHARGE	31647	31491	32	156	33.97	
	Sewer CHARGE	196	195	32	10	22.70	
	Water CHARGE	196	195	32	10	11.07	
	Gas CHARGE	785	785	32	0	16.00	
	Excise TaxCHARGE					2.00	
	TAX					5.09	
5/31/2022	TOTAL					90.83	\$90.83
6/6/2022	PAYMENT Check					(90.83)	\$0.00
	Electric CHARGE	31836	31647	31	189	36.17	
	Sewer CHARGE	196	196	31	0	22.54	
	Water CHARGE	196	196	31	0	10.60	
	Gas CHARGE	786	785	31	1	32.40	
	Excise TaxCHARGE					2.00	
	TAX					6.38	
6/30/2022	TOTAL					110.09	\$110.09
7/12/2022	PAYMENT Check					(73.79)	\$36.30
7/18/2022	PENALTY					1.82	\$38.12
7/20/2022	PAYMENT Check					(36.30)	\$1.82

Cust# Name		Service Location					
Date	Transaction	Present	Prior	# Days	Usage	Amount	Balance
7/20/2022	PENALTY ADJ					(1.82)	\$0.00
	Electric CHARGE	32976	31836	32	1140	125.80	
	Sewer CHARGE	197	196	32	10	22.70	
	Water CHARGE	197	196	32	10	11.07	
	Gas CHARGE	787	786	32	1	31.83	
	Excise TaxCHARGE					2.00	
	TAX					12.63	
7/31/2022	TOTAL					206.03	\$206.03
8/4/2022	PAYMENT Check					(206.03)	\$0.00
	Electric CHARGE	34173	32976	28	1197	141.93	
	Sewer CHARGE	200	197	28	30	22.70	
	Water CHARGE	200	197	28	30	12.01	
	Gas CHARGE	787	787	28	0	16.00	
	Excise TaxCHARGE					2.00	
	TAX					12.65	
8/31/2022	TOTAL					207.29	\$207.29
9/7/2022	PAYMENT Check					(207.29)	\$0.00
	Electric CHARGE	34450	34173	31	277	46.46	
	Sewer CHARGE	201	200	31	10	22.70	
	Water CHARGE	201	200	31	10	11.07	
	Gas CHARGE	788	787	31	1	33.08	
	Excise TaxCHARGE					2.00	
	TAX					7.17	
9/30/2022	TOTAL					122.48	\$122.48
10/4/2022	PAYMENT Check					(122.48)	\$0.00
	Electric CHARGE	34789	34450	32	339	60.68	
	Sewer CHARGE	202	201	32	10	24.01	
	Water CHARGE	202	201	32	10	11.57	
	Gas CHARGE	789	788	32	1	35.17	
	Excise TaxCHARGE					2.00	
	TAX					8.98	
10/31/2022	TOTAL					142.41	\$142.41
11/8/2022	PAYMENT Check					(142.41)	\$0.00
	Electric CHARGE	34957	34789	29	168	44.19	
	Sewer CHARGE	202	202	29	0	23.67	
	Water CHARGE	202	202	29	0	11.08	
	Gas CHARGE	790	789	29	1	31.63	
	Excise TaxCHARGE					2.00	
	TAX					7.45	
11/30/2022	TOTAL					120.02	\$120.02
12/7/2022	PAYMENT Check					(120.02)	\$0.00
	Electric CHARGE	35143	34957	30	186	42.06	
	Sewer CHARGE	203	202	30	10	24.01	
	Water CHARGE	203	202	30	10	11.57	
	Gas CHARGE	795	790	30	5	88.49	
	Excise TaxCHARGE					2.00	
	TAX					11.59	
12/31/2022	TOTAL					179.72	\$179.72
1/9/2023	PAYMENT Check					(179.72)	\$0.00
	Electric CHARGE	35370	35143	33	227	52.30	
	Sewer CHARGE	204	203	33	10	24.01	
	Water CHARGE	204	203	33	10	11.57	
	Gas CHARGE	803	795	33	8	128.12	
	Excise TaxCHARGE					2.00	
	TAX					15.34	

Cust# Name		Service Location					
Date	Transaction	Present	Prior	# Days	Usage	Amount	Balance
1/31/2023	TOTAL					233.34	\$233.34
2/7/2023	PAYMENT	Check				(233.34)	\$0.00
	Electric	CHARGE	ADJ			(16.83)	
		TAX	ADJ			(1.18)	
2/19/2023	TOTAL					(18.01)	(\$18.01)
	Electric	CHARGE	35923	35370	29	553	75.52
	Sewer	CHARGE	600	204	29	3960	159.50
	Water	CHARGE	600	204	29	3960	205.12
	Gas	CHARGE	811	803	29	8	127.80
	Excise Tax	CHARGE				2.00	
		TAX				27.21	
2/28/2023	TOTAL					597.15	\$579.14

Customer #1045
2004 Fair Avenue

Water Usage

Feb - 22	0
Mar - 22	10
Apr - 22	0
May - 22	10
Jun - 22	0
Jul - 22	10
Aug - 22	30
Sep - 22	10
Oct - 22	10
Nov - 22	0
Dec - 22	10
<u>Jan - 23</u>	<u>10</u>

Total 100

Tax	\$11.96
	<u>\$ 1.80</u>
	\$10.16

100/12 = 8.3 round 8 units

Feb - 23 Usage 3,960

Sewer	
MSC	\$23.67
<u>Usage</u>	<u>\$ 0.27</u>
	\$23.94

Feb Bill	
MSC	\$23.67
<u>Usage</u>	<u>\$135.83</u>
	\$159.50

Feb. Bill	\$159.50
Adjustment	<u>\$ 23.94</u>
	\$135.56
Tax Adjustment	<u>\$ 10.16</u>
Account Credit	\$145.72