

**AN EMERGENCY ORDINANCE OF THE CITY OF NEVADA, MISSOURI  
AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO THE AGREEMENT  
WITH MCINROY CONTRACTORS, LLC**

**WHEREAS**, Change order No. 1 in the amount of \$50,000 for additional excavation work and access points required for the cleaning and CCTV inspection of the Well transmission lines with McInroy Contractors, LLC.

**BE IT ORDAINED BY THE CITY OF NEVADA, MISSOURI THAT:**

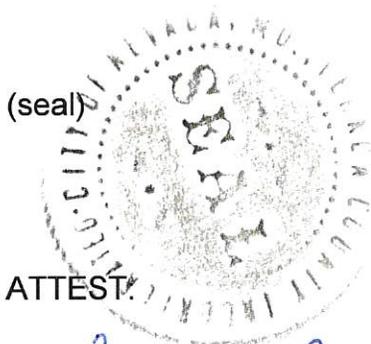
**Section 1.** The amendment to the agreement for construction services between the City of Nevada and McInroy Contractors, LLC, Nevada Missouri, attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved.

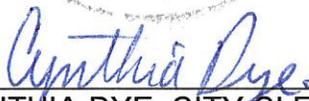
**Section 2.** The City Manager or his designee is hereby authorized and directed to execute on behalf of the City of Nevada the attached documents relating to said documents.

**Section 3.** This ordinance shall be in full force and effect after its passage.

**Section 4.** The council finds and declares that this ordinance constitutes an emergency by reason of time constraints related for water production.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 5th day of March 2024.



  
CYNTHIA DYE, CITY CLERK

  
KENDALL VICKERS, MAYOR

**AGENDA ITEM**  
**March 5, 2024**

**Subject:** Change Order No. 1 for McInroy Contractors, LLC

**Department:** Administration

Change order No. 1 with McInroy Contractors LLC includes an addition of \$50,000 to add a force account for incidental work necessary for the excavation and access points required for the cleaning and CCTV inspection of the Well transmission lines.

**Manager Notes:**

- A flex account is a set of funds for additional and unforeseen work. If the amount is not reached a deduct change order will be issued at the project completion.



**CHANGE ORDER NO. 1**

February 28, 2024

McInroy Contractors, LLC  
 Nathan McInroy  
 1291 E. Highland Ave.  
 Nevada, MO 64772

Re: Well 3 & Well 4 Transmission Line Improvements

Dear Nathan:

The following changes are hereby incorporated into your contract with the City of Nevada, Missouri, for the above referenced project.

1. Background: The original project scope stipulated that City crews would be responsible for the open cut excavation of the access pits required for the cleaning and inspection of the Well 4 transmission main. It was not intended for the General Contractor to be responsible for this work. However, during the preconstruction conference meeting held on February 27, 2024, City Staff requested that the General Contractor be fully responsible for the work required to allow access for the cleaning/inspection equipment. This additional work shall be measured and paid for as outlined in the Force Account Specification, enclosed herewith.

Cost Breakdown: The McInroy Contractors contract shall be revised as follows:

<u>Item No.</u>	<u>No. of Units</u> <u>Add/Subtract</u>	<u>Revised</u> <u>Quantity</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Addition/ Deletion- Dollars</u>
*10	Lump Sum	Lump Sum	Force Account Work for Transmission Line Access/Repair	\$50,000.00	\$50,000.00
				Total Addition	\$50,000.00

\*Denotes new contract item.

Original Contract Amount	\$164,191.50
Change Order No. 1 Amount	<u>\$50,000.00</u>
<b>REVISED CONTRACT AMOUNT</b>	<b>\$214,191.50</b>

TRANSMISSION LINE FORCE ACCOUNT WORK..... 01 21 00

1. GENERAL

1.1 The work of this section shall consist of the incidental work necessary for the excavation and access points required for the cleaning and CCTV inspection of the Well 4 transmission line. The specific intent is to provide a contingent sum to compensate for accomplishing unforeseen work necessary for excavation and water transmission line repair.

2. MATERIALS - NONE

3. EXECUTION

3.1 Notification: The Contractor shall notify the Engineer and Resident Project Representative prior to excavating any exploratory pits. Upon approval of the work by the Engineer, the Contractor shall be allowed to proceed with the necessary work.

3.2 After the utility has been located, the Contractor shall determine how best to gain access to the pipeline to allow for cleaning and inspection equipment. Any damage done to the existing utility during the exploratory excavation shall be repaired by the Contractor.

3.3 After completion of the cleaning and inspection of the pipeline, the Contractor shall repair the existing transmission line and put it back into service.

3.4 All work shall be completed in accordance with the project contract documents and specifications.

4. MEASUREMENT AND PAYMENT

4.1 The work of this section shall be measured and paid for on a cost-plus fee basis. For each instance approved by the Engineer, the Contractor shall supply to the Engineer the actual labor, equipment, and material costs. The maximum allowed markup to compensate for the Contractor's overhead and profit shall be fifteen percent (15%).

4.2 The labor rates paid for this work shall be in accordance with the basic hourly wage rates for the appropriate work being completed as established for this contract. The necessity to work any overtime hours on a given task shall be approved in writing by the Engineer prior to beginning work.

4.3 At the end of each day for which work under this section has been completed, the Contractor and the Resident Project Representative shall mutually agree to the total hours worked for labor and equipment and the quantity and type of material used in completing the task. A daily force account cost record documenting this information shall be signed each day by each party with a minimum of one copy given to the Contractor and the Resident Project Representative. Preparation and distribution of the daily force account cost record shall be the responsibility of the Contractor. The daily force account cost record form shall be approved by the Engineer prior to utilization on the project.

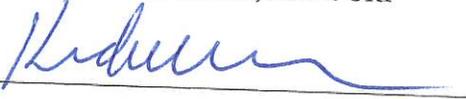
4.4 The payment for work under this section shall be submitted on a monthly basis by the Contractor along with the monthly project pay request. A running tabulation shall be kept for the dollar figure utilized for this work and subtracted from the lump sum price set forth in Change Order Number 1. The Contractor shall make every effort in good faith to keep the work of this section to a minimum; however, it is understood that there may be circumstances where this work may be necessary. At the end of the project, it is intended that the amount of money remaining in the force account, if any, will be credited back to the Owner by Change Order.

END OF SECTION 01 21 00

February 28, 2024  
Change Order Number 1  
Well 3 and Well 4 Transmission Line Improvements  
Page 2 of 2

This change order constitutes full and mutual accord and satisfaction for all time and all costs related to these changes. By acceptance of this change order, the Contractor agrees that the change order represents an equitable adjustment to the contract, and further agrees to waive all rights to file a claim arising out of a result of these changes.

APPROVED BY THE OWNER  
CITY OF NEVADA, MISSOURI

By: 

Date: 3-5-24

APPROVED BY THE ENGINEER  
ALLGEIER, MARTIN & ASSOCIATES, INC.

By: 

Date: 02/29/2024

APPROVED BY THE CONTRACTOR  
McINROY CONTRACTORS, LLC

By: 

Date: 2-29-24