

RESOLUTION NO. 1837

A RESOLUTION OF THE CITY OF NEVADA, MISSOURI, ACCEPTING THE BID AND AUTHORIZING PAYMENT TO NEAL'S CONSTRUCTION, LLC, STOCKTON, MISSOURI, FOR THE INSTALLATION OF THE CAMP CLARK SEWER EXTENSION PROJECT

WHEREAS, the City solicited bids for the installation of the Camp Clark sewer extension in accordance with applicable procurement laws and procedures; and

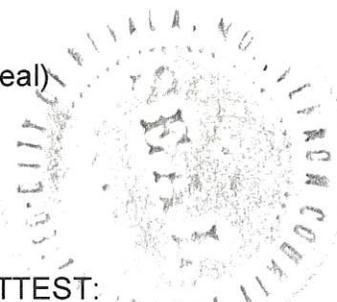
WHEREAS, the City received three bids and, after careful review, recommends awarding the contract to Neal's Construction, LLC, the best and lowest bidder, with a not-to-exceed cost of \$699,000; and

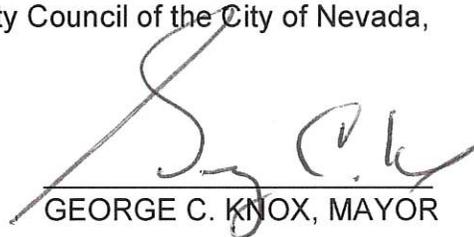
WHEREAS, The City Manager or his designee is hereby authorized to execute the necessary agreements with Neal's Construction, LLC and to issue payment in accordance with the terms of the contract and subject to the not-to-exceed amount specified.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Nevada, Missouri, accepts the bid and authorizes payment to Neal's Construction, LLC for the installation of the Camp Clark sewer extension project.

PASSED, APPROVED AND ADOPTED, by the City Council of the City of Nevada, Missouri on this 7th day of January 2025.

(seal)




GEORGE C. KNOX, MAYOR

ATTEST:


CYNTHIA DYE, CITY CLERK

AGENDA ITEM
January 7, 2025

Subject: Camp Clark Sewer Construction

Department: Administration

Bids were requested for the installation of the Camp Clark Sewer project.

Company	Base Bid
Neal's Construction (Stockton, MO)	\$699,000.00
Halcomb Construction LLC (Nevada, MO)	\$1,059,890.09
Asbell Excavating and Trucking (Carl Junction MO)	\$1,937,203.01

Notes:

- This project will be 100% reimbursed by the Missouri Office of Administration and the Missouri National Guard.
- This resolution should have come in October but was overlooked. The project award was signed and sent on October 7, 2024. This item was in the 2024 budget as well as the 2025.
- Final bids came in under budget.
- Pre construction meeting is Monday January 6th, 2025.

SECTION 00 52 00
AGREEMENT FOR
CONSTRUCTION SERVICES BETWEEN

CITY OF NEVADA, MO – OWNER

and

Neal's Construction, LLC – CONTRACTOR

THIS AGREEMENT, is made this 12th day of December, 2024, by and between the Owner, and the Contractor named in the preamble hereto,

WITNESSETH:

That **WHEREAS** the Owner plans to complete the maintenance/construction project it describes as:

Camp Clark Sewer Extension Base Bid which generally consists of the installation of 1,380 LF of 12" gravity sewer pipe, 4 manholes 1,555 LF of 8" pressure sewer, highway bore for 325 LF of 8" pressure sewer in a 16" steel casing pipe, and miscellaneous pavement and surface repairs.

And **WHEREAS**, Contractor will perform work for the owner as contemplated by the outline of Drawings and Specifications attached hereto, setting forth the work to be done, and shall consult and confer with the **Owner's Representative** assigned supervisory oversight of the proposed project, whose name, address and contact numbers are as follows:

City of Nevada, Missouri
110 S. Ash Street
Nevada, MO 64772

NOW THEREFORE, in consideration of the mutual covenants set out herein, the parties agree as follows:

Phase I – Design and Development of Contract Documents

1. **Responsibilities.** The Owner has developed a statement of the work to be performed as set forth in the Drawings and Specifications attached hereto, which are agreed by the parties to reasonably and fairly outline and describe the parameters of the work to be done.

2. **Performance and Payment Bonds – Shop Drawings.** The Owner requires performance and payment bonds which will be obtained at the cost of the Contractor and maintained on file with the Owner during the construction period. The Owner may require shop drawings from the Contractor and/or any proposed Sub-Contractor or Supplier if owner deems it relevant and helpful to fairly conclude the obligations of the agreement.

3. **Contract Documents.** The term "contract documents" means and includes the following:

- a. This Agreement, the Advertisement for Bids, the Instructions to Bidders and the Contractor's Bid
- b. Payment bond - form provided by Owner
- c. Performance bond - form provided by Owner
- d. General Conditions provided by Owner
- e. Drawings and Specifications for Work to be Performed
- f. Notice to Proceed
- g. Schedule of Prevailing Hourly Wage Rates
- h. Change Orders, if any, approved by both parties
- i. Additional Drawings and/or submittals approved by Owner
- j. Any contract addenda mutually approved by the parties
- k. Such shop drawings as are hereafter approved

4. **Approval of Plans and Specifications and Payment of Obligation.** The Parties agree that the Specifications/Special Conditions are adequate to describe the work under this Agreement. They may be clarified as deemed

necessary by the Owner's Representative and may be enlarged, restricted or withdrawn by Change Order issued by Owner. Payment requests will be filed upon completion of the work and reviewed and as appropriate approved for payment by the Owner's Representative consistent with the procurement policies of the Owner. An order to proceed will be issued upon approval and execution of this agreement.

5. **Construction and Protection of the Property.** Construction will be undertaken by Contractor following execution of the contract documents allowing a reasonable period to marshal men, materials and equipment at the site. The parties agree to allow 30 calendar days for marshalling on this project.

6. **Obligation of Contractor.** The Contractor will furnish and pay all costs of all materials, supplies, tools, equipment labor, and other services necessary for the work and completion of the maintenance and repair project described in the specifications. Contractor will comply with all applicable federal and state laws and regulations and will abide by the applicable wage-rate determination, which has been provided by the Owner which is expressly made an obligation of this Agreement.

a. Before the Contract is let, Owner has requested on form PW-2 the Annual Wage Order from the Department of Labor Standards (DLS), form PW-2. 290.250 and 290.325, RSMo.

b. Not less than the prevailing hourly rate of wages, as set out in the Wage Order shall be paid to all workers performing work under the contract. 290.250, RSMo.

c. The Contractor will forfeit a penalty to the owner of \$100 per day or portion of a day for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any Subcontractor. 290.250, RSMo and 8 CSR 30-3.010 to 3.060.

d. The Contractor and all Subcontractors must require all on site employees to complete the ten-hour construction safety training program required under Section 292.6745, RSMo, unless they have previously completed the program and have documentation of having done so.

e. The Contractor will forfeit a penalty to the Owner of \$2,500 plus an additional \$100 for each employee employed by Contractor or Subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. 290.262.10 RSMo and 8 CSR 30-3.010[3].

f. Before final payment can be made, the Contractor and all Subcontractors must file their affidavit of compliance (form PW-4) with the Owner 290.290 and 290.325, RSMo. These forms must be faxed to the DLS, Jefferson City, Missouri, (573)-751-3721.

7. **Designation of Owners Inspector.** At any time Owner's Representative may designate a person other than himself to act as the Resident Project Representative and Inspector. The responsibilities may be assigned to different persons and those persons may be replaced or substituted from time to time as obligations of the Owner may permit. In the event of conflict between the Owner's Representative and the Contractor may be appealed to the Chief Executive Officer of the Owner, whose decisions will be final and binding on the Contractor.

8. **Payments.** The Owner will pay to the Contractor for construction services compensation as provided in paragraph 4 above.

9. **Heirs, Successors & Assigns, etc.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. **Assignment and Sub-Contractors.** This Agreement may not be assigned by the Contractor and the Contractor cannot utilize Sub-Contractors unless specifically approved by Owner in writing and unless any such Sub-Contractors provide insurance coverage as required by the General Contractor.

11. **Conflict in Terms.** In the event of conflict between components of the contract documents, the agreement and general conditions will prevail unless specifically amended by mutually approved change orders and/or contract addenda. In the event of a dispute, the interpretation of the Owner's Chief Administrative Officer is binding on the parties.

12. **Integration Clause.** The contract documents constitute the entire agreement, understanding, and obligation between the parties. No oral or verbal understanding or arrangement not reduced to writing and mutually approved shall have any force or effect.

13. **Execution of Agreement.** This agreement will be executed only upon the express approval of the Owner's Governing Body, in conformity with the procurement ordinances of the Owner.

14. **Commencement-Completion-Liquidated Damages.** The Contractor will commence the work required by the contract documents immediately when the notice to proceed is given, after allowing for any marshalling time provided for in paragraph 5, above, will be substantially complete within 120 calendar days and apply for final payment within 150 calendar days after the date of the Notice to Proceed, unless the period for completion is extended by change order approved by all parties. This time allocation includes the marshalling time provided for herein. In the event the Contractor is assessed liquidated damages, liquidated damages shall be the sum of \$500 per day until substantially complete and \$500 per day until final completion.

15. **Total Contract Price.** The Contractor will be paid compensation constituting the Total Base Bid Amount which, for the project which is:

**\$699,000.00 plus or less any additional
sum added or deleted by approved change order.**

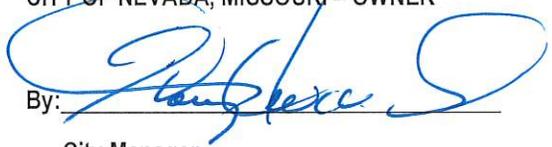
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple copies each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST:


Cynthia Dye
Cynthia Dye, ~~Interim~~ City Clerk

CITY OF NEVADA, MISSOURI – OWNER

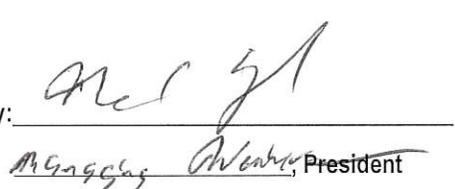
By: 
City Manager

(SEAL)

ATTEST:

Alisa Bough
Corporate Secretary

Neal's Construction, LLC – CONTRACTOR

By: 
President

END OF SECTION 00 52 00