

**AN EMERGENCY ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR DEMOLITION AND DEBRIS REMOVAL OF 101 E CHERRY.**

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

**Section 1.** The Council finds and declares that by reason of health and safety, it is necessary to hire promptly a competent firm to remove the debris from 101 E Cherry.

**Section 2.** The agreement between the City of Nevada, Missouri, and Zach Erwin Construction, Inc., in the amount of \$71,830.00 is attached hereto and incorporated herein by reference is hereby approved.

**Section 3.** The City Manager is authorized and directed to execute the same on behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

**Section 4.** This ordinance shall be in full force and effect from and after its passage and adoption.

**PASSED, APPROVED and ADOPTED** by the City Council of the City of Nevada, Missouri, this 23rd day of February 2021.



*Michele Bailey*  
Michele Bailey, City Clerk

By: *George Knox*  
George Knox, Mayor

**AGENDA ITEM**  
February 2, 2021

Subject: 101 E Cherry (Bluebird Café) Debris Removal

Department: Administration

Sealed bids were opened on Friday, January 29, 2021 at 2:00 P.M. for Debris removal of the collapsed Blue Bird Café building located at 101 E Cherry, Nevada, Missouri.

Three firms submitted bids:

Zach Erwin Construction, Inc.	Nevada, MO	\$71,830.00
Mid-America Environmental	Carthage, MO	\$92,520.00
Coonrod Construction	Nevada, MO	\$149,945.00

Zach Erwin Construction (ZE Construction) of Nevada was the low bidder in the amount of \$71,830.00. I contacted the ZE Construction to review the scope of work and to ensure compliance with MoDNR disposal regulations.

I am requesting an emergency ordinance due to the health and safety of the area and to avoid adverse effect of potential bad weather on the debris pile.

# ZACH ERWIN CONSTRUCTION, INC.

*Original  
goes w  
Ord 8397*

## OWNER INFORMATION

Name City of Nevada  
Address 110 S Ash  
City, State, Zip Nevada, MO 64772  
Phone 417-667-5115  
Email \_\_\_\_\_  
Project name Bluebird Demolition

## CONTRACTOR INFORMATION

Company Zach Erwin  
Name Zach Erwin  
Address PO Box 20  
City, State, Zip Nevada, MO 64772  
Phone 417-667-5122  
Email zeconstruction@yahoo.com  
Completion Date 2/26/2021

## SCOPE OF WORK

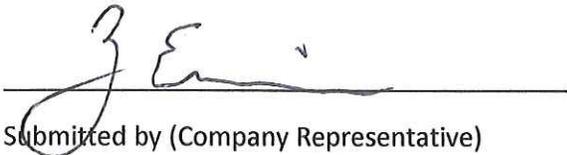
Remove of approximately 13,600 square foot commercial building located at 101 E Cherry Nevada, MO 64772. This will include removal and proper disposal of asbestos containing material and lead glazing as identified and as may otherwise be found during the demolition process. We will follow proper disposal requirements per conversation with Senora Cressman on 1/27/2021 and 1/28/2021 and Rodrick Manuzon, license #7118012821MOIR20519 on 1/28/2021, by lining each dumpster with a liner and using a wet clean-up process along with having asbestos inspector or supervisor on site during demolition. Due to the Limited Sampling Report For Suspect Asbestos Containing Materials produced by ECO Safe Environmental Services in Kansas City, all building debris and untested suspect materials must meet MDNR asbestos removal guidelines. We will transport all demolished building site materials to Republic Services Prairie View Regional Waste Landfill located at 325 NW 1<sup>st</sup> Ln, Lamar, MO 64759. We will keep all existing barricades in place until project is finished.

## NOT INCLUDED

City will pay for all disposal and landfill dump fees. City will have all utilities disconnected. They will also remove footings, haul new fill, grade in preparation for seed, mulch, and level to drain.

## COMPANY PROPOSAL

We, Zach Erwin Construction, Inc., propose the above scope of work, to be completed by February 26, 2021 for the amount of \$71,830.00

  
Submitted by (Company Representative)

Jan. 29. 2021  
Date

**AGREEMENT FOR  
CONSTRUCTION SERVICES BETWEEN  
City of Nevada, Missouri, Owner**

**and**  
Zach Erwin Construction, Inc., Contractor

**THIS AGREEMENT**, is made this \_\_\_\_\_, By and between the Owner, and the Contractor named in the preface

**WITNESSETH:**

That **WHEREAS** the Owner plans \_\_\_\_\_ construction project it describes as:

Bluebird Demolition, 10 \_\_\_\_\_ 72

And **WHEREAS**, Contractor will \_\_\_\_\_ k for the owner as contemplated by the outline of Specifications/Special Conditions 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 information are as follows:

Name: Tim Wiggans, Public Works Director  
Address: 501 S. Jefferson, Nevada, MO 64772  
Contact Number: 417-448-5114

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

1. **Responsibilities.** The Owner has developed a statement of the work to be performed as set forth in the Specifications/Special Conditions 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** – 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.

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

- a. This Agreement
- b. General Conditions provided by Owner
- c. Payment bond - form provided by Contractor
- d. Performance bond - form provided by Contractor

- e. Schedule of Prevailing Hourly Wage Rates, if applicable under House Bill 1729
- f. Specifications/Special Conditions for Work to be Performed.
- g. Change Orders, if any, approved by Owner
- h. Any contract addenda mutually approved by the parties

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 from time to time, but not more often than monthly, with the Owner and reviewed and as appropriate approved for payment by the Owner's Representative Engineer consistent with the procurement policies of the Owner. The unbilled work needed to conclude the contract will not be permitted to exceed a fair estimate by the Owner of the cost of completing the work under the Agreement. An order to proceed will be issued upon approval and execution of this agreement.

### **Construction**

5. **Cleanup and Hauling.** The work will be undertaken by Contractor following execution of the contract documents allowing a reasonable period to marshal men, materials and equipment at the site.

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. Compliance with the Department of Labor Standards (DLS) prevailing wage determination is required unless statute is inapplicable to the work.
- 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 (herself) 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 Contractor services upon completion and verification of cleanup.

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

10. **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.

11. **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.

12. **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. The effective date of this contract will be the date that signatures and approvals are complete – Contractor has signed, Owner has signed and Owner's governing body has approved the agreement.

13. **Commencement-Completion-Liquidated Damages.** The Contractor will commence the work required by the contract documents immediately when the notice to proceed is given. Contractor is granted 5 calendar days to marshal personnel and equipment at the job. The work will be completed within 14 calendar days unless the period for completion is extended by change order approved by all a parties. Unless changed, the final completion date

is: Feb. 26, 2021, 5:00 pm. In the event the Contractor is assessed liquidated damages liquidated damages shall be the sum of \$100, per day.

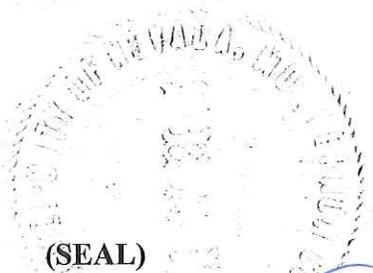
14. **Total Contract Price.** The Contractor will be paid compensation constituting the Total Contract Price which, for the project which is:

\$ 71,830.00 plus or less any additional sum added or deleted by 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.

OWNER

By:   
Owner's Representative  
Executed following Approval of  
Owner's Governing Body.

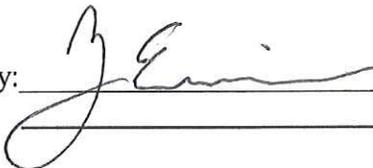


(SEAL)  
ATTEST:

  
Owner's Clerk

EXECUTION BY CONTRACTOR:

Zach Erwin Construction, Inc.  
PO Box 202  
Nevada MD 60772

By: 

(For Corporate, LP and LLC Contractors)

(SEAL)

ATTEST:



I attest that I am secretary of the Contractor,  
and that the person executing said document is  
known personally to me, to have signed this  
document with full authorization to do so on  
behalf of said entity, and that the entity's seal is  
affixed with authority of the entity's governing  
body.

\_\_\_\_\_  
Secretary



\* Contacted Erwin construction on 03/04/2021  
Secretary Armand stated she does not have a  
seal & her signature is not required