

BILL NO. 2017-042

ORDINANCE NO. 8172

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE EXECUTION OF CHANGE ORDER NO. 1 TO AN AGREEMENT WITH APAC-CENTRAL, INC., OF SPRINGFIELD, MO.

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

**Section 1.** The amendment to the agreement for construction services, approved by Ordinance 8135, between the City of Nevada and APAC-CENTRAL, INC., of Springfield, MO, attached hereto as Exhibit "A" and incorporated herein by reference is hereby approved.

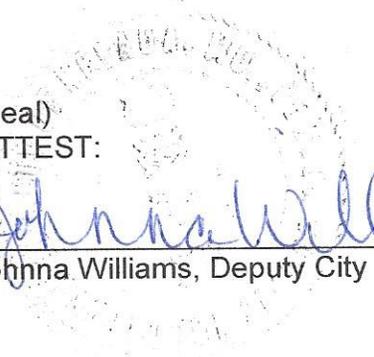
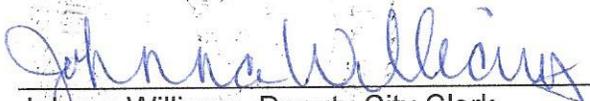
**Section 2.** The City Manager is hereby authorized and directed to execute on behalf of the City of Nevada the attached documents relating to the 2017 Sales Tax Street Improvement Project.

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

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 5th day of September, 2017.

  
Brian L. Leonard, Mayor

(seal)  
ATTEST:

  
  
Johnna Williams, Deputy City Clerk

**AGENDA ITEM**  
August 14, 2017

Subject: 2017 Sales Tax Street Improvement Agreement Amendment 1

Department: Administration

This ordinance will approve the attached change order No. 1 for APAC-Central Inc., in the amount of \$205,948.60 to overlay East Division Street from Alma Street to Barrett Street.

Due to road damage caused by heavy equipment traffic in the closure of the 3M landfill, 3M has agreed to assist with the construction cost.

# PROPOSAL AND CONTRACT



## APAC-CENTRAL, INC.

P.O. BOX 1187  
 SPRINGFIELD, MO 65801  
 PHONE: (417) 868-6700  
 FAX: (417) 868-6785

SUBMITTED TO: CITY OF NEVADA, MO  
 TOM HUTCHINSON / RANDY MARTI

DATE: 08/07/2017  
JOB: DIVISION STREET 8.7.17

PHONE: 417-448-2780  
FAX:

PROPOSAL #: 212580D  
ADDENDUM #: REV. D  
ESTIMATOR: DAVID ANDREWS  
CELL PHONE: 417-849-0821  
EMAIL:

Item	Description	Quantity	Unit	Unit Price	Total
10	<b>MOBILIZATION</b>	1.000	LS	\$5,720.00	\$5,720.00
20	<b>EAST DIVISION - 1.5/2.5 HEAVY OVERLAY WITH PETROMAT</b>	2,456.000	SY	\$ 18.60	\$45,681.60
INCLUDES TACK WITH SS-1, 1 1/2" WEDGING TO INSURE SMOOTHNESS AND PROFILE, PETROMAT AND 2 1/2" OVERLAY.					
30	<b>EAST DIVISION - 2" OVERLAY WITH WEDGING &amp; PETROMAT</b>	5,530.000	SY	\$ 15.70	\$86,821.00
INCLUDES TACK WITH SS-1, WEDGING TO INSURE SMOOTHNESS AND PROFILE, PETROMAT AND 2" OVERLAY.					
40	<b>EAST DIVISION - EDGE TREATMENT</b>	36.000	STA	\$ 545.00	\$19,620.00
** THIS INCLUDES PLACING APPROXIMATELY 4" TOPSOL INSIDE SLOPE ON THE EXISTING ROAD EDGE TO MINIMIXE THE EDGE DROP OFF, EROSION CONTROL AND HYDRO SEEDING. ** DOES NOT INCLUDE RE-CUTTING THE EXISTING DITCH LINE OR ANY WORK ON THE OUTSIDE SLOPE DITCH, DRAIN TILE ADJUSTMENTS, EROSION CONTROL REMOVAL OR WATERING OF GRASS SEED.					
50	<b>WEST DIVISION - WEDGE &amp; 2" OVERLAY</b>	3,590.000	SY	\$ 13.40	\$48,106.00
INCLUDES SS-1 EMULSION TACK, WEDGING THE ENTIRE ROAD, TACK & 2" OVERLAY					
<b>Total</b>					<b>\$205,948.60</b>

***Thank you for your business!***

WEDGING THAT IS INCLUDED IN ITEM 20 IS THE EQUIVALENT OF 1 1/2" SURFACE ASPHALT THAT WILL BE USED TO FILL THE LOW AREAS AND BUILD A MORE UNIFORM PROFILE BEFORE THE PETROMAT IS INSTALLED. THIS IS AN AVERAGE DEPTH AND WILL VARY FROM 1/2" TO AS MUCH AS 6" OR MORE IN DEPTH DEPENDING ON THE EXISTING ROAD SURFACE.

ITEM 30 & 50 INCLUDE AN AVERAGE OF 1/2" WEDGING MATERIAL.

DOES NOT INCLUDE ANY WORK ON THE RAILROAD R.O.W., RAILROAD PERMIT, RAILROAD FLAGGER OR RAILROAD FEES.

DOES NOT INCLUDE ANY CONTAMINATED SOIL TESTING, INSPECTION OR REMOVAL & REPLACEMENT.

SALES TAX IS NOT INCLUDED.

PREVAILING WAGES ARE INCLUDED.

ANY REQUIRED GRADE STAKING FOR THE ABOVE WORK TO BE FURNISHED BY OTHERS.

PROPOSED SCOPE OF WORK AND LIMITS PER ATTACHED PLAN SHEET.

THIS PROPOSAL INCLUDES PRICING THAT IS BASED ON  1  MOBILIZATION. ADDITIONAL MOBILIZATIONS WILL BE CHARGED AT THE UNIT PRICE EACH.

ITEMS NOT INCLUDED- REMOVALS, SUBGRADE COMPACTION, PERMITS, TESTING, SURVEY, STAKING, BOND, STRIPING, SIGNS, CONCRETE WORK, UTILITY ADJUSTMENTS, TRAFFIC CONTROL, BACKFILL, GRADING, SAWCUTTING, DUST CONTROL & SUPPRESSION, HERBICIDE AND ANYTHING NOT SPECIFICALLY STATED ABOVE.

PRICE ESCALATION CLAUSE FOR WORK PERFORMED AFTER DEC. 1 2017. THE PRICES IN THIS QUOTE ARE BASED ON CERTAIN UNIT COSTS FOR FUEL, LIQUID ASPHALT, AGGREGATES AND CEMENT CHARGED TO APAC. THE AMOUNT DUE TO APAC SHALL BE EQUITABLY ADJUSTED TO REFLECT ANY INCREASES IN THE UNIT COSTS THAT APAC IS CHARGED FOR THESE MATERIALS. INCREASES IN FUEL, LIQUID ASPHALT, AGGREGATES, AND CEMENT WILL BE CALCULATED ON A MONTHLY BASIS BASED ON THE AVERAGE OF THE AMOUNTS CHARGED TO APAC DURING THAT MONTH. FOR LIQUID ASPHALT, AGGREGATES AND CEMENT, THE NUMBER SHALL BE BASED ON THE ACTUAL QUANTITY OF MATERIAL USED FOR THE WORK THAT MONTH, BUT THE QUANTITY OF FUEL IN GALLONS IS ESTIMATED TO BE 2.6 TIMES THE TONS OF ASPHALT APAC LAID ON THE PROJECT THAT MONTH. ALL PRICING IS SUBJECT TO A FUEL SURCHARGE.

BOND IS NOT INCLUDED IN THE ABOVE PRICES. IF BOND IS REQUIRED PLEASE CALL FOR A PRICE. OWNER PROTECTIVE INSURANCE IS NOT INCLUDED. IF REQUIRED PLEASE ADD \$800.00 TO THE ABOVE PRICES.

APAC RESERVES THE UNILATERAL RIGHT TO REFUSE TO CONDUCT ASPHALT PAVING IF THE OUTSIDE TEMPERATURE IS BELOW 50°F OR IF, IN APAC'S SOLE DISCRETION, WEATHER CONDITIONS ARE NOT SUITABLE FOR ASPHALT PAVING. IF OWNER/PRIME CONTRACTOR REQUESTS APAC TO PERFORM ASPHALT PAVING AFTER RECEIVING NOTICE OF AN UNSUITABLE TEMPERATURE AND/OR UNSUITABLE WEATHER CONDITIONS, THEN OWNER/PRIME CONTRACTOR HEREBY AGREES TO RELEASE APAC FROM ANY AND ALL LIABILITY AND/OR COSTS OR DAMAGES CAUSED BY OR RESULTING FROM SUCH ASPHALT PAVING.

APAC WILL NOT BE RESPONSIBLE FOR POTENTIAL ALTERATIONS IN STORM WATER RUNOFF AS A RESULT OF THE ASPHALT PAVING OR OVERLAY UNLESS SPECIFICALLY STATED IN THIS CONTRACT. THE OWNER/ CONTRACTOR IS ADVISED TO SEEK RECOMMENDATIONS FROM A STORM WATER EXPERT PRIOR TO CONSTRUCTION.

CONSTRUCTION OF THE PAVING PROJECT WILL REQUIRE THE USE OF LOADED TRUCKS AND HEAVY EQUIPMENT. APAC DOES NOT ASSUME RESPONSIBILITY FOR ANY STRUCTURAL DAMAGE DONE TO EXISTING CONDITIONS FROM THE WEIGHT OF THE TRUCKS AND EQUIPMENT USED TO CONSTRUCT THE PROJECT.

WE RESERVE THE RIGHT TO NEGOTIATE AND TO AGREE TO THE TERMS AND CONDITIONS OF YOUR SUBCONTRACT.

WE HEREBY OFFER TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT FOR THE PERFORMANCE OF THE ABOVE DESCRIBED WORK. IT IS UNDERSTOOD AND AGREED THAT THE QUANTITIES REFERRED TO ABOVE ARE ESTIMATES ONLY AND THAT PAYMENT SHALL BE MADE AT THE STATED UNIT PRICE FOR ACTUAL QUANTITIES OF WORK PERFORMED BY APAC.

NOTE: THIS PROPOSAL EXPIRES TEN (10) DAYS FROM THE EFFECTIVE DATE OF THIS PROPOSAL.

IF TAX EXEMPT PLEASE SEND CERTIFICATES.

APAC-CENTRAL, INC.

**DAVID ANDREWS**

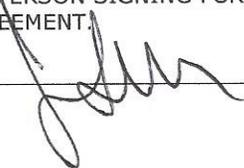
Digitally signed by DAVID ANDREWS  
DN: C=US, E=david.andrews@apac.com,  
O="APAC CENTRAL, INC.",  
OU=ESTIMATING, CN=DAVID ANDREWS  
Date: 2017.09.18 10:48:19-0500

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

08/07/2017

IF THIS MEETS YOUR ACCEPTANCE, INCLUDING THE TERMS AND CONDITIONS ON THE NEXT SHEET, SIGN AND RETURN THE ATTACHED COPY OF THIS PROPOSAL. THE PERSON SIGNING FOR YOU REPRESENTS THAT HE OR SHE IS FULLY AUTHORIZED TO ENTER INTO THIS AGREEMENT.

ACCEPTED: City of Nevada BY:   
(FIRM NAME)

DATE ACCEPTED: 9/5/17

#### TERMS AND CONDITIONS

Payment in full for all work performed during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the state in which the work is done, or one and one half percent (1 1/2%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all cost and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payment received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so preformed and completed as to permit us to perform our work hereunder in a normal uninterrupted single operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our reasonable control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) day's notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, cost, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us,

whether or not such failure or inadequacy was or could have been known at the time our work was undertaken. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Greene County, Missouri, and you waive any right to jurisdiction and venue in any other place.

**NOTICE TO OWNER... FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED ON THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.**

**EAST DIVISION STREET**  
1,468' X 20' OVERLAY  
1,105' X 20' HEAVY OVERLAY  
1,020' X 20' OVERLAY

**2" OVERLAY**  
TACK, WEDGE, PETROMAT  
AND 2" SURFACE ASPHALT.

**HEAVY OVERLAY**  
TACK, 1 1/2" WEDGE, PETROMAT  
& 2 1/2" SURFACE ASPHALT.

**OVERLAY**  
TACK, WEDGE FOR  
SMOOTHNESS, TACK AND 2"  
SURFACE ASPHALT.

**EDGE TREATMENT AREA**

2,126'-0"

1,468'-0"

977'-0"

**apac**  
APAC-Central Inc.  
4580 W. Calhoun  
Springfield, MO 65802  
drandrews 07/24/2017

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Imagery Date: 11/14/2016 37°49'47.60" N 94°20'03.20" W elev 879 ft eye alt 4169 ft

