

AGENDA ITEM

January 8, 2019

Subject: Water Treatment Plant Piping Improvements

Department: Administration

Bids were solicited for the Water Treatment Plant Piping Improvements. We received bids from five contractors.

Contractor	Bid
Southard Construction Co., Joplin	\$419,088.00
McInroy Contractors, LLC, Nevada	\$431,498.01
Lathrop Construction, Inc., Nevada	\$459,084.00
Branco Enterprises, Inc., Neosho	\$474,970.00
CDL, Pittsburg KS	\$644,428.57

The lowest and best bid was from Southard Construction Company of Joplin, Missouri in the amount of \$419,088.00.

BILL NO. 2019-001

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOUTHARD CONSTRUCTION COMPANY OF JOPLIN, MISSOURI FOR THE WATER TREATMENT PLANT PIPING IMPROVEMENTS.

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

Section 1. The construction agreement between the City of Nevada, Missouri, and Southard Construction Company of Joplin, Missouri, attached hereto and incorporated herein by reference is hereby approved.

Section 2. The City Manager is authorized and directed to execute the same in 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 3. 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 _____ day of _____, 2019.

(seal)
ATTEST:

Brian L. Leonard, Mayor

Johnna Williams, Deputy City Clerk



December 12, 2018

Mr. JD Kehrman, City Manager
City of Nevada
110 S. Ash Street
Nevada, MO 64772

Re: Water Treatment Plant Piping Improvements

Dear Mr. Kehrman:

The bids submitted December 11, 2018 for the above referenced project have been reviewed and confirmed Southard Construction Company of Joplin, Missouri as the apparent low bidder. Southard Construction has indicated that they intend to enter into a contract with the City to build the project and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the base bid construction contract to Southard Construction Company of Joplin, Inc., in the amount of \$419,086.00. A tabulation of bids and copies of the proposed Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office five copies of the Notice of Award.

Once the partially executed Notice of Award document is received by our office, we will submit Contract Documents to the Contractor for execution and schedule a project preconstruction conference.

If you have any questions, don't hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

John Briggs, P.E.
Project Manager

Enclosures

cc: Mr. Mark Mitchell, City of Nevada



ALLGEIER, MARTIN and ASSOCIATES, INC.
 Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200

Branch Offices: Kansas City, Rolla and Springfield

Tabulation of Bids

Project: Water Treatment Plant Piping Improvements
Location: Nevada, MO

Bid Date: December 11, 2018 at 10:00 am
Engineer: John Briggs, P.E.

Item No.	Unit	Quantity	Southard Const. Co. Joplin, MO		McInroy Contractors, LLC Nevada, MO		Lathrop Construction, Inc. Nevada, MO		
			Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	
1	12" Dia. Class 52 Restrained Joint Ductile Iron Pipe	LF	417	\$ 105.00	\$ 43,785.00	\$ 93.35	\$ 38,926.95	\$ 158.00	\$ 65,886.00
2	16" Dia. Class 52 Restrained Joint Ductile Iron Pipe	LF	415	\$ 152.00	\$ 63,080.00	\$ 122.55	\$ 50,858.25	\$ 202.00	\$ 83,830.00
3	12" Dia. M.J. Gate Valve and Valve Box	EA	3	\$ 4,600.00	\$ 13,800.00	\$ 3,910.45	\$ 11,731.35	\$ 2,975.00	\$ 8,925.00
4	16" Dia. M.J. Gate Valve and Valve Box	EA	6	\$ 8,660.00	\$ 51,960.00	\$ 7,160.17	\$ 42,961.02	\$ 6,700.00	\$ 40,200.00
5	Remove and Replace Existing 6" M.J. Gate Valve & Valve Box	EA	2	\$ 3,472.00	\$ 6,944.00	\$ 4,121.74	\$ 8,243.48	\$ 2,400.00	\$ 4,800.00
6	Remove and Replace Existing 12" M.J. Gate Valve & Valve Box	EA	2	\$ 4,200.00	\$ 8,400.00	\$ 6,560.45	\$ 13,120.90	\$ 4,420.00	\$ 8,840.00
7	Fire Hydrant w/6" Dia. D.I. Lead Pipe, 6" Dia. Gate Valve and Valve Box	EA	2	\$ 5,800.00	\$ 11,600.00	\$ 5,278.26	\$ 10,556.52	\$ 6,200.00	\$ 12,400.00
8	Connect to Existing 6" Diameter Water Line	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 3,850.44	\$ 7,700.88	\$ 4,200.00	\$ 8,400.00
9	Connect to Existing 10" Diameter Water Line	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,302.07	\$ 5,302.07	\$ 5,500.00	\$ 5,500.00
10	Connect to Existing 12" Diameter Water Line	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 4,803.98	\$ 4,803.98	\$ 5,800.00	\$ 5,800.00
11	Connect to Existing 16" Diameter Water Line	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,100.00	\$ 7,100.00
12	1" Diameter Service Tap	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,201.57	\$ 2,201.57	\$ 3,200.00	\$ 3,200.00
13	Flushing, Pressure, and Leak Testing, and Disinfection of 12" Dia. Water Lines	LF	417	\$ 4.00	\$ 1,668.00	\$ 5.00	\$ 2,085.00	\$ 5.00	\$ 2,085.00
14	Flushing, Pressure, and Leak Testing, and Disinfection of 16" Dia. Water Lines	LF	415	\$ 6.00	\$ 2,490.00	\$ 5.00	\$ 2,075.00	\$ 5.00	\$ 2,075.00
15	Asphalt Pavement Repair and Replacement	LF	70	\$ 150.00	\$ 10,500.00	\$ 40.00	\$ 2,800.00	\$ 90.00	\$ 6,300.00
16	Concrete Pavement Repair and Replacement	LF	65	\$ 150.00	\$ 9,750.00	\$ 40.00	\$ 2,600.00	\$ 105.00	\$ 6,825.00
17	Sidewalk Repair and Replacement	LF	8	\$ 150.00	\$ 1,200.00	\$ 40.00	\$ 320.00	\$ 75.00	\$ 600.00
18	Type A Surface Restoration	LF	689	\$ 6.00	\$ 4,134.00	\$ 10.00	\$ 6,890.00	\$ 12.00	\$ 8,268.00
19	Proposed Meter Vault A	LS	1	\$ 23,600.00	\$ 23,600.00	\$ 23,000.00	\$ 23,000.00	\$ 21,850.00	\$ 21,850.00
20	Proposed Meter Vault B	LS	1	\$ 20,175.00	\$ 20,175.00	\$ 20,500.00	\$ 20,500.00	\$ 18,200.00	\$ 18,200.00
21	High Service Pump Discharge Piping Replacement	LS	1	\$ 72,000.00	\$ 72,000.00	\$144,819.04	\$ 144,819.04	\$132,000.00	\$ 132,000.00
22	Mobilization, Bonding, Insurance, and Any Other Work	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00
TOTAL BASE BID				\$ 419,036.00		\$ 431,496.01		\$ 459,084.00	

				Branco Enterprises, Inc.		CDL	
				Neosho, MO		Pittsburg, KS	
Item No.		Unit	Quantity	Unit Price	Extended Total	Unit Price	Extended Total
1	12" Dia. Class 52 Restrained Joint Ductile Iron Pipe	LF	417	\$ 160.00	\$ 66,720.00	\$ 416.78	\$ 173,797.26
2	16" Dia. Class 52 Restrained Joint Ductile Iron Pipe	LF	415	\$ 210.00	\$ 87,150.00	\$ 446.50	\$ 185,297.50
3	12" Dia. M.J. Gate Valve and Valve Box	EA	3	\$ 3,700.00	\$ 11,100.00	\$ 4,208.33	\$ 12,624.99
4	16" Dia. M.J. Gate Valve and Valve Box	EA	6	\$ 7,700.00	\$ 46,200.00	\$ 9,827.83	\$ 58,966.98
5	Remove and Replace Existing 6" M.J. Gate Valve & Valve Box	EA	2	\$ 2,550.00	\$ 5,100.00	\$ 2,600.00	\$ 5,200.00
6	Remove and Replace Existing 12" M.J. Gate Valve & Valve Box	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 4,300.00	\$ 8,600.00
7	Fire Hydrant w/6" Dia. D.I. Lead Pipe, 6" Dia. Gate Valve and Valve Box	EA	2	\$ 5,350.00	\$ 10,700.00	\$ 11,342.00	\$ 22,684.00
8	Connect to Existing 6" Diameter Water Line	EA	2	\$ 1,550.00	\$ 3,100.00	\$ 6,944.00	\$ 13,888.00
9	Connect to Existing 10" Diameter Water Line	EA	1	\$ 4,800.00	\$ 4,800.00	\$ 6,400.00	\$ 6,400.00
10	Connect to Existing 12" Diameter Water Line	EA	1	\$ 5,700.00	\$ 5,700.00	\$ 7,218.00	\$ 7,218.00
11	Connect to Existing 16" Diameter Water Line	EA	1	\$ 4,600.00	\$ 4,600.00	\$ 7,778.00	\$ 7,778.00
12	1" Diameter Service Tap	EA	1	\$ 1,600.00	\$ 1,600.00	\$ 1,521.00	\$ 1,521.00
13	Flushing, Pressure, and Leak Testing, and Disinfection of 12" Dia. Water Lines	LF	417	\$ 8.00	\$ 3,336.00	\$ 6.91	\$ 2,881.47
14	Flushing, Pressure, and Leak Testing, and Disinfection of 16" Dia. Water Lines	LF	415	\$ 9.00	\$ 3,735.00	\$ 6.94	\$ 2,880.10
15	Asphalt Pavement Repair and Replacement	LF	70	\$ 220.00	\$ 15,400.00	\$ 22.83	\$ 1,598.10
16	Concrete Pavement Repair and Replacement	LF	65	\$ 210.00	\$ 13,650.00	\$ 27.70	\$ 1,800.50
17	Sidewalk Repair and Replacement	LF	8	\$ 450.00	\$ 3,600.00	\$ 75.00	\$ 600.00
18	Type A Surface Restoration	LF	689	\$ 11.00	\$ 7,579.00	\$ 11.03	\$ 7,599.67
19	Proposed Meter Vault A	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 20,344.00	\$ 20,344.00
20	Proposed Meter Vault B	LS	1	\$ 14,500.00	\$ 14,500.00	\$ 20,344.00	\$ 20,344.00
21	High Service Pump Discharge Piping Replacement	LS	1	\$ 80,000.00	\$ 80,000.00	\$ 62,805.00	\$ 62,805.00
22	Mobilization, Bonding, Insurance, and Any Other Work	LS	1	\$ 61,400.00	\$ 61,400.00	\$ 19,600.00	\$ 19,600.00
TOTAL BASE BID					\$ 474,970.00		\$ 644,428.57

* Denotes mathematical error

This is to certify that at 10:00 am on December 11, 2018 at the City of Nevada City Hall in Nevada, MO the bids were publicly opened, read aloud, checked, above totals are correct as to the additions.

By  _____
 John Briggs, P.E.

NOTICE OF AWARD

TO: Southard Construction Company of Joplin, Inc.
5371 Country Road 200
Joplin, MO 64801

PROJECT Description: WATER TREATMENT PLANT PIPING IMPROVEMENTS.

The OWNER has considered the BID submitted by you on December 11, 2018 for the above described WORK in response to its Advertisement for Bid and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of Four Hundred Nineteen Thousand, Eighty-Six and 00/100 DOLLARS (\$419,086.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 20_____.

OWNER:

_____ THE CITY OF NEVADA, MISSOURI _____

By _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By _____

Title _____

this the _____ day of _____, 20_____

SECTION 00530
AGREEMENT FOR
CONSTRUCTION SERVICES BETWEEN

City of Nevada, MO - Owner

and

Southard Construction Company of Joplin, Inc., Contractor

THIS AGREEMENT, is made this ____ day of _____, 2019, by and between the Owner, and the Contractor named in the preamble hereto,

WITNESSETH:

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

Water Treatment Plant Piping Improvements consisting of the installation of approximately 415 L.F. of 16" diameter and 417 L.F. of 12" diameter water lines, valves, and appurtenances and the replacement of piping within the high service pump room at the water treatment facility.

And WHEREAS, Contractor will perform work for the Owner as contemplated by the outline of Drawings/City of Nevada Standard Specifications for Water System Construction Materials and Methods/Supplemental 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:

Alliance Water Resources
16517 S. 1338 Road
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/City of Nevada Standard Specifications for Water System Construction Materials and Methods/Supplemental 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, 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. City of Nevada Standard Specifications for Water System Construction Materials and Methods
- f. Supplemental Specifications
- g. Notice to Proceed
- h. Schedule of Prevailing Hourly Wage Rates
- i. Change Orders, if any, approved by both parties
- j. Additional Drawings and/or submittals approved by Owner
- k. Any contract addenda mutually approved by the parties
- l. Such shop drawings as are hereafter approved

4. Approval of Plans and Specifications and Payment of Obligation. The Parties agree that the Drawings/City of Nevada Standard Specifications for Water System Construction Materials and Methods/Supplemental Specifications 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 shown on the drawings and 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 and will be substantially complete within 120 calendar days and apply for final payment within 180 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 \$450 per day until substantially complete and \$350 per day until final completion.

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

\$419,086.00 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.

CITY OF NEVADA, MISSOURI - (SEAL)

OWNER

By: _____

J.D. Kehrman, City Manager

ATTEST:

Johnna Williams, Deputy City Clerk

(SEAL)

SOUTHARD CONSTRUCTION COMPANY

OF JOPLIN, INC. – CONTRACTOR

By: _____

_____, President

ATTEST:

Corporate Secretary

END OF SECTION 00530