

AGENDA ITEM
January 8, 2019

Subject: Clay, Sycamore & Alma Sewer Improvements

Department: Administration

Bids were solicited for the Clay, Sycamore & Alma Street Sewer Improvements. We received bids from four (4) contractors.

Contractor	Bid
Mclnroy Contractors, LLC, Nevada	\$522,673.93
Reed Dozing & Contracting, LLC, Nevada	\$688,381.10
Southard Construction Co., Joplin	\$696,059.00
Bennett, Inc., Lamar	\$735,281.00

The lowest and best bid was from Mclnroy Contractors, LLC, of Nevada, Missouri in the amount of \$522,673.93.

BILL NO. 2019-002

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MCINROY CONTRACTORS, LLC, OF NEVADA, MISSOURI FOR THE CLAY, SYCAMORE & ALMA STREET SEWER 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 McInroy Contractors, LLC, of Nevada, 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: 2019 Wastewater Collection System Improvements

Dear Mr. Kehrman:

The bids submitted December 11, 2018 for the above referenced project have been reviewed and confirmed McInroy Contractors, LLC of Nevada, Missouri as the apparent low bidder. McInroy 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 plus add alternate bid construction contract to McInroy Contractors, LLC of Nevada, MO in the amount of \$522,673.93. 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.

Garrett Wagner, E.I.
Project Manager

Enclosures

cc: Mr. Mark Mitchell, City of Nevada



Project: 2019 Wastewater Collection System Improvements
Location: Nevada, MO

Bid Date: December 11, 2018 at 11:00 am
Engineers: John Briggs, P.E., Garrett Wagner, E.I.


SECTION 1 - CLAY STREET SEWER IMPROVEMENTS Engineers Estimate: \$318,000				McIntroy Contractors, LLC Nevada, MO		Reed Dozing and Contracting, LLC Sheldon, MO		Southard Construction Co. Joplin, MO		Bennett, Inc. Lamar, MO	
Item No.	Description	Unit	Quantity	Extended		Extended		Extended		Extended	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	0'-6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	433	\$ 5.00	\$ 2,165.00	\$ 71.50	\$ 30,959.50	\$ 18.00	\$ 7,794.00	\$ 53.00	\$ 22,949.00
2	6'-8" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	457	\$ 7.00	\$ 3,199.00	\$ 82.50	\$ 37,702.50	\$ 22.00	\$ 10,054.00	\$ 58.00	\$ 26,506.00
3	8'-10" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	659	\$ 10.00	\$ 6,590.00	\$ 88.00	\$ 57,992.00	\$ 26.00	\$ 17,134.00	\$ 68.00	\$ 44,812.00
4	10'-12" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	481	\$ 15.00	\$ 7,215.00	\$ 99.00	\$ 47,619.00	\$ 30.00	\$ 14,430.00	\$ 78.00	\$ 37,518.00
5	12'-14" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	188	\$ 45.00	\$ 8,460.00	\$ 104.50	\$ 19,646.00	\$ 34.00	\$ 6,392.00	\$ 88.00	\$ 16,544.00
6	14'-16" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	125	\$ 50.00	\$ 6,250.00	\$ 115.50	\$ 14,437.50	\$ 38.00	\$ 4,750.00	\$ 103.00	\$ 12,875.00
7	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & In Place	LF	1103	\$ 43.20	\$ 47,649.60	\$ 11.00	\$ 12,133.00	\$ 45.00	\$ 49,835.00	\$ 25.00	\$ 27,575.00
8	8" Dia. SDR 26 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & In Place	LF	1240	\$ 44.28	\$ 54,907.20	\$ 13.20	\$ 16,368.00	\$ 50.00	\$ 62,000.00	\$ 55.00	\$ 68,200.00
9	Pressure and Deflection Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	2343	\$ 1.50	\$ 3,514.50	\$ 1.65	\$ 3,865.95	\$ 3.00	\$ 7,029.00	\$ 2.00	\$ 4,686.00
10	Type I 48" Dia. Manhole, Complete & In Place	LF	12	\$ 4,763.73	\$ 57,164.76	\$ 4,400.00	\$ 52,800.00	\$ 2,800.00	\$ 33,600.00	\$ 4,500.00	\$ 54,000.00
11	Type I 48" Dia. Manhole Extra Depth, Complete & In Place	FT	20.3	\$ 287.50	\$ 5,836.25	\$ 165.00	\$ 3,349.50	\$ 200.00	\$ 4,060.00	\$ 500.00	\$ 10,150.00
12	Hydrostatic Testing of Type I 48" Dia. Manholes, Complete	EA	12	\$ 300.00	\$ 3,600.00	\$ 110.00	\$ 1,320.00	\$ 200.00	\$ 2,400.00	\$ 250.00	\$ 3,000.00
13	Connection to Existing Manhole, Complete & In Place	EA	1	\$ 3,129.85	\$ 3,129.85	\$ 1,650.00	\$ 1,650.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00
14	4" Sch. 40 PVC Sewer Service Lateral Line, Complete & In Place	LF	944	\$ 28.97	\$ 27,458.68	\$ 33.00	\$ 31,152.00	\$ 80.00	\$ 75,520.00	\$ 35.00	\$ 33,040.00
15	6" Sch. 40 PVC Sewer Service Lateral Line, Complete & In Place	LF	36	\$ 73.29	\$ 2,638.44	\$ 38.50	\$ 1,366.00	\$ 80.00	\$ 2,880.00	\$ 50.00	\$ 1,800.00
16	4" Dia. Sewer Service Lateral Line Connection, Complete & In Place	EA	13	\$ 626.59	\$ 8,145.67	\$ 275.00	\$ 3,575.00	\$ 600.00	\$ 7,800.00	\$ 350.00	\$ 4,550.00
17	6" Dia. Sewer Service Lateral Line Connection, Complete & In Place	EA	5	\$ 1,011.44	\$ 5,057.20	\$ 330.00	\$ 1,650.00	\$ 600.00	\$ 3,000.00	\$ 750.00	\$ 3,750.00
18	Asphalt or Concrete Pavement Repair and Replacement, Complete & In Place	LF	120	\$ 40.00	\$ 4,800.00	\$ 71.50	\$ 8,580.00	\$ 150.00	\$ 18,000.00	\$ 70.00	\$ 8,400.00
19	Crushed Stone Pavement Repair and Replacement, Complete & In Place	LF	25	\$ 35.00	\$ 875.00	\$ 49.50	\$ 1,237.50	\$ 100.00	\$ 2,500.00	\$ 20.00	\$ 500.00
20	Type A Surface Restoration, Complete & In Place	LF	3178	\$ 4.00	\$ 12,712.00	\$ 2.20	\$ 6,991.60	\$ 6.00	\$ 19,068.00	\$ 5.00	\$ 15,890.00
21	All Other Work, Equipment, Facilities, Bonding, Insurance, Mobilization, etc., Required to Complete Entire Project per Plans and Specifications.	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 27,500.00	\$ 27,500.00	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00	\$ 40,000.00
TOTAL SECTION 1 BID AMOUNT					\$ 296,959.15		\$ 381,915.05		\$ 369,246.00		\$ 438,245.00

SECTION 2 - SYCAMORE STREET SEWER IMPROVEMENTS Engineers Estimate: \$178,000				McIntroy Contractors, LLC Nevada, MO		Reed Dozing and Contracting, LLC Sheldon, MO		Southard Construction Co. Joplin, MO		Bennett, Inc. Lamar, MO	
Item No.	Description	Unit	Quantity	Extended		Extended		Extended		Extended	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	0'-6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	113	\$ 10.00	\$ 1,130.00	\$ 77.00	\$ 8,701.00	\$ 18.00	\$ 2,034.00	\$ 69.00	\$ 7,797.00
2	6'-8" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	808	\$ 31.34	\$ 25,322.72	\$ 88.00	\$ 71,304.00	\$ 22.00	\$ 13,376.00	\$ 79.00	\$ 48,032.00
3	8'-10" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	127	\$ 20.00	\$ 2,540.00	\$ 99.00	\$ 12,573.00	\$ 26.00	\$ 3,302.00	\$ 89.00	\$ 11,303.00
4	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & In Place	LF	648	\$ 38.22	\$ 24,716.56	\$ 22.00	\$ 18,656.00	\$ 45.00	\$ 38,160.00	\$ 25.00	\$ 21,200.00
5	Pressure and Deflection Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	848	\$ 1.50	\$ 1,272.00	\$ 1.65	\$ 1,399.20	\$ 3.00	\$ 2,544.00	\$ 2.00	\$ 1,696.00
6	Type I 48" Dia. Manhole, Complete & In Place	LF	6	\$ 4,733.81	\$ 28,402.86	\$ 4,400.00	\$ 26,400.00	\$ 2,800.00	\$ 16,800.00	\$ 4,000.00	\$ 24,000.00
7	Type I 48" Dia. Manhole Extra Depth, Complete & In Place	FT	4.6	\$ 287.50	\$ 1,322.50	\$ 165.00	\$ 759.00	\$ 200.00	\$ 920.00	\$ 500.00	\$ 2,300.00
8	Hydrostatic Testing of Type I 48" Dia. Manholes, Complete	EA	6	\$ 300.00	\$ 1,800.00	\$ 110.00	\$ 660.00	\$ 200.00	\$ 1,200.00	\$ 250.00	\$ 1,500.00
9	4" Sch. 40 PVC Sewer Service Lateral Line, Complete & In Place	LF	549	\$ 27.08	\$ 14,866.92	\$ 33.00	\$ 18,117.00	\$ 80.00	\$ 43,920.00	\$ 30.00	\$ 16,470.00
10	4" Dia. Sewer Service Lateral Line Connection	EA	12	\$ 818.67	\$ 9,824.04	\$ 330.00	\$ 3,960.00	\$ 600.00	\$ 7,200.00	\$ 350.00	\$ 4,200.00
11	Asphalt or Concrete Pavement Repair and Replacement, Complete & In Place	LF	581	\$ 50.00	\$ 29,050.00	\$ 77.00	\$ 44,737.00	\$ 150.00	\$ 87,150.00	\$ 70.00	\$ 40,670.00
12	Concrete Sidewalk Repair and Replacement, Complete & In Place	LF	12	\$ 70.00	\$ 840.00	\$ 110.00	\$ 1,320.00	\$ 150.00	\$ 1,800.00	\$ 50.00	\$ 600.00
13	Crushed Stone Pavement Repair and Replacement, Complete & In Place	LF	25	\$ 35.00	\$ 875.00	\$ 49.50	\$ 1,237.50	\$ 100.00	\$ 2,500.00	\$ 20.00	\$ 500.00
14	Type A Surface Restoration, Complete & In Place	LF	779	\$ 4.00	\$ 3,116.00	\$ 3.30	\$ 2,570.70	\$ 6.00	\$ 4,674.00	\$ 5.00	\$ 3,895.00
15	All Other Work, Equipment, Facilities, Bonding, Insurance, Mobilization, etc., Required to Complete Entire Project per Plans and Specifications.	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 16,500.00	\$ 16,500.00	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL SECTION 2 BID AMOUNT					\$ 161,504.60		\$ 211,094.40		\$ 237,580.00		\$ 204,168.00
TOTAL COMBINED BASE BID AMOUNT (SECTION 1 + SECTION 2)					\$ 458,473.75		\$ 593,009.45		\$ 606,826.00		\$ 642,413.00

ADD ALTERNATE BID - ALMA STREET SEWER IMPROVEMENTS Engineers Estimate: \$54,000				McIntroy Contractors, LLC Nevada, MO		Reed Dozing and Contracting, LLC Sheldon, MO		Southard Construction Co. Joplin, MO		Bennett, Inc. Lamar, MO	
Item No.	Description	Unit	Quantity	Extended		Extended		Extended		Extended	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	0'-6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	23	\$ 10.00	\$ 230.00	\$ 110.00	\$ 2,530.00	\$ 18.00	\$ 414.00	\$ 75.00	\$ 1,725.00
2	6'-8" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	87	\$ 15.00	\$ 1,305.00	\$ 121.00	\$ 10,527.00	\$ 22.00	\$ 1,914.00	\$ 85.00	\$ 7,395.00
3	8'-10" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	174	\$ 20.00	\$ 3,480.00	\$ 132.00	\$ 22,968.00	\$ 26.00	\$ 4,524.00	\$ 95.00	\$ 16,530.00
4	10'-12" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	105	\$ 30.00	\$ 3,150.00	\$ 137.50	\$ 14,437.50	\$ 30.00	\$ 3,150.00	\$ 105.00	\$ 11,025.00
5	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & In Place	LF	389	\$ 38.22	\$ 14,850.52	\$ 22.00	\$ 8,558.00	\$ 100.00	\$ 38,900.00	\$ 25.00	\$ 9,725.00
6	Concrete Encasement for 8" Dia. Gravity Sewer Pipe, Complete & In Place	LF	30	\$ 120.00	\$ 3,600.00	\$ 110.00	\$ 3,300.00	\$ 3.00	\$ 1,157.00	\$ 100.00	\$ 3,000.00
7	Pressure and Deflection Testing of 8" Dia. Gravity Sewer Pipe, Complete & In Place	EA	389	\$ 3.50	\$ 1,361.50	\$ 1.65	\$ 641.85	\$ 3.00	\$ 1,157.00	\$ 2.00	\$ 778.00
8	Type I 48" Dia. Manhole, Complete & In Place	LF	2	\$ 4,783.00	\$ 9,566.00	\$ 4,400.00	\$ 8,800.00	\$ 2,800.00	\$ 5,600.00	\$ 4,000.00	\$ 8,000.00
9	Type I 48" Dia. Manhole Extra Depth, Complete & In Place	FT	0.5	\$ 287.50	\$ 143.75	\$ 165.00	\$ 82.50	\$ 200.00	\$ 100.00	\$ 500.00	\$ 250.00
10	Hydrostatic Testing of Type I 48" Dia. Manholes, Complete	EA	2	\$ 300.00	\$ 600.00	\$ 165.00	\$ 330.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00
11	Connection to Existing Manhole, Complete & In Place	EA	1	\$ 3,040.00	\$ 3,040.00	\$ 1,650.00	\$ 1,650.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00
12	4" Sch. 40 PVC Sewer Service Lateral Line, Complete & In Place	LF	30	\$ 104.70	\$ 3,141.00	\$ 99.00	\$ 2,970.00	\$ 80.00	\$ 2,400.00	\$ 35.00	\$ 1,050.00
13	4" Dia. Sewer Service Lateral Line Connection, Complete & In Place	EA	3	\$ 818.67	\$ 2,456.01	\$ 330.00	\$ 990.00	\$ 600.00	\$ 1,800.00	\$ 350.00	\$ 1,050.00
14	Asphalt or Concrete Pavement Repair and Replacement, Complete & In Place	LF	25	\$ 45.00	\$ 1,125.00	\$ 77.00	\$ 1,925.00	\$ 150.00	\$ 3,750.00	\$ 70.00	\$ 1,750.00
15	Crushed Stone Repair and Replacement, Complete & In Place	LF	60	\$ 30.00	\$ 1,800.00	\$ 35.00	\$ 2,100.00	\$ 100.00	\$ 6,000.00	\$ 20.00	\$ 1,200.00
16	Type A Surface Restoration, Complete & In Place	LF	319	\$ 9.00	\$ 2,871.00	\$ 2.20	\$ 701.80	\$ 6.00	\$ 1,914.00	\$ 5.00	\$ 1,595.00
17	24" Dia. Rip Rap, Complete & In Place	CY	8	\$ 180.00	\$ 1,440.00	\$ 330.00	\$ 2,640.00	\$ 100.00	\$ 800.00	\$ 100.00	\$ 800.00
18	All Other Work, Equipment, Facilities, Bonding, Insurance, Mobilization, etc., Required to Complete Entire Project per Plans and Specifications.	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 10,000.00	\$ 10,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL ADD ALTERNATE BID AMOUNT					\$ 64,200.18		\$ 95,371.65		\$ 89,233.00		\$ 92,873.00
TOTAL BID INCLUDING ADD ALTERNATE					\$ 522,673.93		\$ 688,381.10		\$ 696,059.00		\$ 735,286.00

* Denotes mathematical error

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

By 
Garrett Wagner, E.I.

NOTICE OF AWARD

TO: McInroy Contractors, LLC
1291 E Highland Ave
Nevada, MO 64772

PROJECT Description: 2019 WASTEWATER COLLECTION SYSTEM 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 Five Hundred Twenty-Two Thousand, Six Hundred Seventy-Three and 93/100 DOLLARS (\$522,673.93).

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
McInroy Contractors, LLC, 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 maintenance/construction project it describes as:

2019 Wastewater Collection System Improvements Section 1 and/or Section 2, and Add Alternate consisting of the installation of approximately 3,580 linear feet of 8" diameter gravity sewer line, 20 manholes, 32 service connections, approximately 465 linear feet of 4" diameter service lateral, restoration of existing surfaces, and all other work appurtenant thereto.

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:

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 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 10 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 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 \$300 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:

\$522,673.93 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.

OWNER

CITY OF NEVADA, MISSOURI - (SEAL)

By: _____

J.D. Kehrman, City Manager

ATTEST:

Johnna Williams, Deputy City Clerk

(SEAL)

McInroy Contractors, LLC –CONTRACTOR

By: _____

_____, President

ATTEST:

Corporate Secretary