

AGENDA ITEM
April 20, 2021

Subject: Walton Aquatic Painting & Sandblasting Contract

Department: Administration

Bid was approved on April 6, 2021 for a not-to-exceed amount of \$75,000 with INSCO for sandblasting and painting at the Walton Aquatic Center.

Due to time constraints this Ordinance will allow the City Manager to execute a change order if needed under the total not-to-exceed amount of \$75,000 and completed all needed documentation related to the contract.

BILL NO. 2021-031

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH SANDBLASTING AND PAINTING OF THE WALTON AQUATIC CENTER POOL

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

THAT:

Section 1. The City Manager is hereby authorized and directed to execute a contract with the low bidder, **INSCO Industries**, binding and obligating this municipality to pay the contractor their bid amount in conformity with the plans and specifications in the bid and contract documents, associated with sandblasting and painting of the Walton Aquatic Center pool.

Section 2. This ordinance will be in full force and effect upon its adoption and approval.

PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this ___ day of May 2021.

CITY OF NEVADA, MISSOURI

(SEAL)

By: _____
George Knox, Mayor

Attest:

Michele Bailey, City Clerk

**AGREEMENT FOR
CONSTRUCTION SERVICES BETWEEN**

City of Nevada, Missouri, Owner

And

INSCO Industries, Contractor

THIS AGREEMENT, is made this _____ day of **APRIL, 2021**, 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:

Walton Aquatic Center Sandblasting, Painting and Repairs

And **WHEREAS**, Contractor will perform maintenance work 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: Mark Moberly, Parks & Recreation
Contact Number: 417-381-9740
Email: mmoberly@nevadamo.gov

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. Specifications/Special Conditions for Work to be Performed.
- f. 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.

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. 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.
- c. 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].

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: _____, 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:

**Not to exceed \$75,000.00 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:

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