

AGENDA ITEM
May 4, 2021

Subject: 2021 Summer Sales Tax Street Improvements

Department: Public Works

Sealed bids were solicited for the 2021 Street Improvements with two (2) companies responding with the following amounts:

APAC-CENTRAL, Inc. of Springfield, Missouri: \$466,950.00

Blevins Asphalt of Mt. Vernon, Missouri: \$546,500.00

Low bidder APAC-CENTRAL, Inc. of Springfield is recommended to complete the street improvements for the following 18 blocks in the amount of \$466,950.00.

200 W Arch
100 N Clay
100 S Clay
100 W Sycamore
1000-1100 W Floral
600 W Wight
500-600 S Lynn
400 E Edwards
500 W Ashland
100 W Atlantic
100 S Prewitt
100-200 N Prewitt
1000-1200 N Colorado
1400 W Allison

Manager Notes: The 2020 street improvements low bidder was APAC in the amount of \$438,965.00 for 14 Block of streets.

BILL NO. 2021-034

ORDINANCE NO.

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI APPROVING THE BID SUBMITTED BY APAC-CENTRAL, INC. OF SPRINGFIELD, MISSOURI AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH APAC-CENTRAL, INC FOR THE 2021 SUMMER SALES TAX STREET IMPROVEMENTS.

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

Section 1. The City Council finds and determines that it is appropriate to accept the low bid \$466,950.00. for the street improvements and listed in the bid sheet submitted by APAC-CENTRAL, INC. OF SPRINGFIELD, MISSOURI for the 2021 Summer Sales Tax Street Improvements with a not to exceed amount of \$475,000.00 for any unforeseen circumstances that may arise.

Section 2. The agreement attached hereto as Exhibit "A" and incorporated herein by reference is approved as contractual obligation of the City of Nevada, Missouri.

Section 3. The City Manager and City Clerk are hereby authorized and directed to execute said agreement and any and all project documents on behalf of the City of Nevada, Missouri, and to affix the municipal seal thereto and to attest the same.

Section 4. 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 _____ day of May 2021.

George Knox, Mayor

(seal)

ATTEST:

Michele Bailey, City Clerk

EXHIBIT A

AGREEMENT FOR CONSTRUCTION SERVICES BETWEEN

City of Nevada, MO – Owner

And

**APAC-CENTRAL, INC
OF SPRINGFIELD, MISSOURI**

THIS AGREEMENT, is made this _____ day of _____, 2021, by and between the **OWNER**, and **APAC-CENTRAL, INC. OF SPRINGFIELD, MISSOURI (CONTRACTOR)**

WITNESSETH:

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

2021 Street Project

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 numbers are as follows:

Tim Wiggans, Field Operations Manager
City of Nevada, Missouri 110 S. Ash
Street Nevada, MO 64772
TEL: 417-448-5114

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 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 – 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 Instructions to Bidders and the Contractor's Bid
 - b. Payment bond
 - c. Performance bond
 - d. General Conditions provided by Owner
 - e. Specifications/ Special Conditions 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. 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 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. The Contractor will take necessary and reasonable precautions to avoid damage to the building by inclement weather during the period of construction, such as but not limited to covering any open or leaking portions of the roof when work ends at the end of the day until work resumes on the next work day.

- 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.

 - 6.1. 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.
 - 6.2. 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.
 - 6.3. 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.
 - 6.4. 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.

- 6.5. 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].
- 6.6. Before final payment can be made 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 complete the same within 90 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 \$250 per day.
- 15. Total Contract Price.** The Contractor will be paid compensation constituting the Total Contract Price which, for the project which is:

\$466,950.00

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.

(SEAL)

CITY OF NEVADA, MISSOURI
OWNER

By: _____
Mark Mitchell, City Manager

ATTEST:

Michele Bailey, City Clerk

(SEAL)

<Contractor>

By: _____
_____, Owner

ATTEST:

Corporate Secretary