



Nixa Public Works
Jeff Roussell, Street Superintendent
1111 W. Kathryn
Nixa, Missouri 65714
417-725-2353

To: Mayor Steele and City Council
From: Jeff Roussell / Travis Cossey
Date: 8/13/2021
RE: Request for bid award and contract approval

Approval of this Resolution would authorize the City Administrator to execute a contract with Four Signals and Construction, LLC. to install a new pedestrian friendly, ADA compliant push button crosswalk signal at the intersection of Main St and Aldersgate. This project is included in the Street Department 2021 CIP list and is inline with the adopted Strategic Plan, Community Safety - Action Plan #6.

Four Signals and Construction, LLC was the only company to submit a bid for this project in the second round of bidding; none were received for the initial bid advertisement. Their bid is however within budgeted amounts at \$11,641.00.

It is staff's recommendation that Council pass this Resolution allowing for the construction of this budgeted project.

RESOLUTION NO. 2021-083

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING THE BID OF FOUR SIGNALS AND CONSTRUCTION, LLC, FOR CERTAIN PEDESTRIAN IMPROVEMENTS LOCATED AT THE INTERSECTION OF MAIN STREET AND ALDERSGATE AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR SAME.

WHEREAS City Council, by passage of Resolution 2020-121, adopted the 2021-2025 Capital Improvement Program (“CIP”); and

WHEREAS included in the CIP is a project known as the “Protected Crosswalk Addition (ST2021-04)” (“Project”); and

WHEREAS City staff, pursuant to the City’s adopted purchasing procedures (Resolution 2019-113), as amended, have solicited bids for the Project; and

WHEREAS after reviewing all submitted bids, City staff has determined that Four Signals and Construction, LLC, (“Contractor”) provided the best bid for the Project; and

WHEREAS City Council desires to award the Contract for the Project to the Contractor.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: City Council hereby accepts the bid of the Contractor for the Project at the price and sum of \$11,641.00. The City Administrator, or designee, is hereby authorized to enter into a contract with the Contractor. Said contract to be in substantially similar form as the document attached hereto, and incorporated herein by this reference, as “Resolution Exhibit A.” The contract shall include any referenced exhibits or attachments included or referenced in the contract, said documents being on file with the Finance Department. The City Administrator is further authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

SECTION 2: If applicable, all workers performing work under the contract authorized by this Ordinance shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable. The Contractor shall fully comply with the provisions and requirements of the Missouri State Prevailing Wage Law, if applicable. If applicable, contractors and any subcontractor performing work under this contract must provide a 10-hour OSHA construction safety training program, or similar program approved by the Department of Labor, for on-site employees, unless employees demonstrate they previously completed the program.

RESOLUTION NO. 2021-083

45 **SECTION 3:** This Ordinance shall be in full force and effect from and after its
46 final passage by the City Council and after its approval by the Mayor, subject to the
47 provisions of section 3.11(g) of the City Charter.
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50 **ADOPTED BY THE CITY COUNCIL THIS 23RD DAY OF AUGUST 2021.**

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53 ATTEST:

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56 _____
57 CITY CLERK

_____ PRESIDING OFFICER

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59 **APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.**

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62 ATTEST:

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65 _____
66 CITY CLERK

_____ MAYOR

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68 APPROVED AS TO FORM:

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71 _____
CITY ATTORNEY

ATTACHMENT 6

AGREEMENT

Four Signal and Construction, LLC.
 5051 S. National Ave., Ste. 7B
 Springfield, MO 65810

Proposal #: IFB-040-2021/Street
 Submitted To: City of Nixa

THIS AGREEMENT, made on this day of _____, 2021 by and between the City of Nixa, Missouri, acting by and through its duly authorized representative, hereinafter termed the Owner, and **Name, Address, City/State/Zip, Phone**, his/their executors, administration, heirs, successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner has awarded a contract to the Contractor to furnish all labor, material, equipment bonding and insurance necessary using an industry standard procedure to complete the following: Pedestrian Walkway, said project being more particularly described in the solicitation documents labeled as IFB-038-2021/Street.

NOW, THEREFORE, BE IT AGREED BY THE OWNER AND THE CONTRACTOR, THAT:

1. In consideration of the payments hereinafter mentioned, to be made and performed by the Contractor, hereby agrees to a total payment of \$11,641.00 for work satisfactorily performed pursuant to this agreement.
2. The Contractor agrees to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services, and whatever else may be necessary to complete the welding, cleaning, and painting in accordance with said specifications of the city's bid documents. For purposes of this agreement, work includes:

Removal of Improvements	1	LS
Final Grading & Seeding	1	LS
Temporary Traffic Control	1	LS
Mobilization	1	LS
Contractor Furnished Surveying and Staking	1	LS
Flat Sheet Sign	3	EA
Signal Sign Mounting Hardware	3	EA
Signal Head, 1S, Pedestrian	2	EA
Post, Signal 8 ft	1	EA
Compact Pushbutton Pedestal	1	EA
Detector, Pushbutton (New Installation)	2	EA
Conduit, 3 in., Trenched	25	LF
Cable, 16 AWG 2 Conductor	270	LF
Cable, 16 AWG 5 Conductor	270	LF
Base, Concrete	1	CY

Total Construction Cost for the Aldgersgate at Main Pedestrian Walkway: \$11,641.00

All work shall be completed by **November 1, 2021**.

3. This Contract together with the city's bid documents constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings, including the Contractor's written bid. This Contract may only be amended, supplemented, modified or canceled by a written instrument, duly executed by both parties.

4. The Contractor agrees to meet all insurance requirements as set in the proposal which is hereto and thereby made a part of this Contract.

5. The Contractor agrees to indemnify and hold harmless the Owner and its officers, agents and employees of an from any and all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of or occasioned by the Contractor's breach of any of the terms or provisions of this Contract, or by any other negligent act, error or omission of the Contractor, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Contractor is liable.

6. In the performance of services hereunder, the Contractor shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agents or employee of the Owner.

7. The Contractor agrees that neither this Contract nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Contractor-further agrees that the assignment or subletting or any portion or feature of the services required in the performance of this Contract shall not relieve the Contractor from its full obligations to the Owner as provided by this Contract.

8. The parties agree that the laws of the State of Missouri shall govern this Contract. Venue of any suit or other proceeding between the Owner and the Contractor, based on, arising out of, relating to this Contract or the services to be rendered hereunder shall lie, solely and exclusively, in Christian County, Missouri.

9. The Owner and the Contractor, and their respective successors and assigns are hereby bound to the terms and conditions of this Contract.

10. Unless instructed otherwise in writing, the Contractor agrees that all notices or communications to the City permitted or required under this Contract shall be addressed to the Owner at the following address:

City of Nixa Public Works
1111 W. Kathryn
PO Box 395
Nixa, MO 65714

The Owner agrees that all notices or communication to the Contractor permitted or required under this Contract shall be addressed to the Contractor at the following address:

NAME
Address
City, State, Zip
Phone

11. The Owner in consideration of the full and true performance of the said work by the Contractor hereby agrees to and binds itself to pay the Contractor the unit price set forth in the Contractor's submitted bid, and in the manner provided within the Contract Documents. The payments shall be made in the following manner:

Upon completion to the satisfaction of the City of Nixa

12. In the event a term, condition, or provision of this Contract is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted. The remainder of the Contract shall remain in full force and effect.

13. Either party shall have the right to terminate this agreement upon written notice to the other party. No work performed after written notice of the party's intent to terminate the contract will be paid for by the City of Nixa.

14. This Contract shall be effective from and after execution by both parties hereto. IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and seal, and the City of Nixa executes this contract by its City Manager.

THE CITY OF NIXA, MISSOURI

By: _____
Jimmy Liles, City Administrator

CONTRACTOR

By: _____

Approved as to form:

Nick Woodman, City Attorney

CERTIFICATE OF FINANCIAL OFFICER

I certify that this contract is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefore, and that the appropriate accounting entries have been made.

Jennifer Evans, Director of Finance