



Memorandum

To: Mayor
City Council
From: Travis Cossey, Jason Stutesmun
RE: Second Reading, Hwy. 14 Sewer Manhole Adjustments
Date: August 9, 2021

Attached is an ordinance providing a bid award and contract authorization the City to contract with K&B Equipment to provide sewer capacity upgrades. The request includes a budget amendment to provide the funds necessary to award the project to the low bidder. Approval would authorize expenditure of funds necessary to adjust sewer manhole heights along the E. Hwy. 14 corridor in anticipation of MoDOT's scheduled highway improvements. The need for manhole adjustments was not known or anticipated during preparation of the 2021 Budget and therefore was not included as a CIP request. During final preparation of the Hwy. 14 expansion plans this spring MoDOT made us aware of several manholes that would need to be raised to match the designed final grade of the roadway expansion. This information was made available to us and city staff along with the city engineer verified the need for several manholes to be raised.

The city received two qualified bids for the project. The following is a tabulation of the two bids received.

COMPANY	BID
K&B Equipment	\$56,560.00
Doug's Construction	\$67,792.00

The low bidder, K&B Equipment, is the contractor that is currently working on the waterline relocation project on Hwy. 14. He is mobilized in the project area and can coordinate the necessary sewer manhole adjustments along with the waterline relocation. To provide the ability to move forward with the project staff is requesting a budget amendment in the amount of \$60,000.00 along with the bid award to provide the means necessary to move forward with the improvements. Staff is recommending approval of the request

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING THE BID**
2 **OF K&B EQUIPMENT, LLC., FOR THE ADJUSTMENT OF CERTAIN SEWER**
3 **UTILITY ACCESS POINTS; AUTHORIZING THE CITY ADMINISTRATOR TO**
4 **EXECUTE A CONTRACT FOR SAME; AND AMENDING THE 2021 ANNUAL**
5 **BUDGET TO PROVIDE FUNDING FOR SAME.**
6
7

8 **WHEREAS** it is anticipated that the Missouri Department of Transportation
9 (“MoDOT”) will be improving the east Highway 14 corridor within the City; and
10

11 **WHEREAS** the City desires to adjust the location of certain sewer utility access
12 points located along the area that MoDOT will be making said improvement; and
13

14 **WHEREAS** City staff, pursuant to the City’s adopted purchasing procedures
15 (Resolution 2019-113), as amended, have solicited bids for the work of relocating these
16 certain utility access points (“Project”); and
17

18 **WHEREAS** after reviewing all submitted bids, City staff has determined that K&B
19 Equipment, LLC., (“Contractor”) provided the best bid for the Project; and
20

21 **WHEREAS** City Council desires to award the Contract for the Project to the
22 Contractor; and
23

24 **WHEREAS** City Council also desires to amend the 2021 Annual Budget in the
25 amount of \$60,000.00 to provide funding for the Project.
26

27 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
28 **NIXA, AS FOLLOWS, THAT:**
29

30 **SECTION 1:** City Council hereby accepts the bid of the Contractor for the Project
31 at the price and sum of \$56,560.00. The City Administrator, or designee, is hereby
32 authorized to enter into a contract with the Contractor. Said contract to be in
33 substantially similar form to the document attached hereto, and incorporated herein by
34 this reference, as “Council Bill Exhibit A.” The contract shall include any referenced
35 exhibits or attachments included or referenced in the contract, said documents being on
36 file with the Finance Department. The City Administrator is further authorized to do all
37 things necessary or convenient to carry out the terms and intent of this Ordinance.
38

39 **SECTION 2:** If applicable, all workers performing work under the contract
40 authorized by this Ordinance shall be paid a wage of no less than the prevailing hourly
41 rate of wages for work of a similar character in this locality or the public works
42 contracting minimum wage, whichever is applicable. The Contractor shall fully comply
43 with the provisions and requirements of the Missouri State Prevailing Wage Law, if
44 applicable. If applicable, contractors and any subcontractor performing work under this
45 contract must provide a 10-hour OSHA construction safety training program, or similar

46 program approved by the Department of Labor, for on-site employees, unless
47 employees demonstrate they previously completed the program.

48
49 **SECTION 3:** The City of Nixa’s 2021 Annual Budget is hereby amended in the
50 accounts and the amounts shown on “Council Bill Exhibit B,” which is attached hereto
51 and incorporated herein by this reference. City Council finds that the budget
52 amendment enacted by this Ordinance has been recommended by the City
53 Administrator. The City Administrator is directed to cause the appropriate accounting
54 entries to be made in the books and records of the City to reflect the budget amendment
55 enacted by this Ordinance.

56
57 **SECTION 4:** This Ordinance shall be in full force and effect from and after its
58 final passage by the City Council and after its approval by the Mayor, subject to the
59 provisions of section 3.11(g) of the City Charter.

60
61
62 **ADOPTED BY THE CITY COUNCIL THIS 9TH DAY OF AUGUST 2021.**

63
64
65 ATTEST:

66
67 _____
68 CITY CLERK

69 _____
70 PRESIDING OFFICER

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

72
73
74 ATTEST:

75
76 _____
77 CITY CLERK

78 _____
79 MAYOR

80 APPROVED AS TO FORM:

81
82 _____
83 CITY ATTORNEY

CONTRACT AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____ in the year 20____,

by and between THE CITY OF NIXA hereinafter called (Owner)

and K & B Equipment, LLC. hereinafter called (Contractor)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereafter set forth agree as follows:

Article 1: WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

**REVISIONS TO EXISTING SANITARY SEWER MANHOLES
FOR THE CITY OF NIXA, MISSOURI**

Article 2: ENGINEER

The project has been designed by

SHAFFER & HINES, INC.

P.O. Box 493, Nixa, Missouri, 65714

who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

Article 3: CONTRACT TIME

3.1 Unless otherwise agreed to the undersigned bidder agrees to enter into a contract within ten (10) days after acceptance of this bid, and further agrees to complete all work covered by the bid, in accordance with specified requirements within 30 days of the date on the Notice to Proceed.

3.2 Liquidated Damages: OWNER AND CONTRACTOR recognize that time is of the essence of this Agreement, and that OWNER will suffer financial loss if the work is not substantially complete within the time specified in paragraph 3.1, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding that actual loss suffered by OWNER if the work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but

CONTRACT AGREEMENT

not as a penalty) CONTRACTOR shall pay OWNER One Hundred and Fifty dollars (\$150.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the work is substantially complete.

Article 4: CONTRACT PRICE

4.1 OWNER shall pay CONTRACTOR for performance of the work in accordance with the Contract Documents in current funds as follows:

(Fifty-Six Thousand, Five Hundred-Sixty dollars and zero cents.)

\$56,560.00

Article 5: PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments: OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Application for Payment as recommended by ENGINEER, on or about the 1st day of each month during construction as provided below. All progress payments will be on the basis of the progress of the work measured by the schedule of values provided for in Article 14, Paragraph 1 of the General Conditions.

5.1.1 Prior to Substantial Completion progress payments will be in an amount equal to:

90 % of the work completed.

5.1.2 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price in accordance with Paragraph 8 of the General Conditions, less such amounts as ENGINEER shall determine in accordance with Article 14 Paragraph 7 of the General Conditions.

5.2 Final Payment: Upon final completion and acceptance of the work in accordance with Article 14, Paragraph 13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Article 14 Paragraph 13.

Article 6: INTEREST

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the project in accordance with Article 14, Paragraph 4 of the General Conditions.

CONTRACT AGREEMENT

Article 7: CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

7.3 CONTRACTOR made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as deemed necessary for the performance of the work at the Contract Price, within the Contract

Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examination, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, error or discrepancies that he had discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to the AGREEMENT, made a part hereof and consists of the following:

Article 8: CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to the AGREEMENT, made a part hereof and consists of the following:

8.1 This Agreement (page CA-1 - CA-5, inclusive).

CONTRACT AGREEMENT

8.2 Exhibits to this Agreement

- Exhibit 1 – Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
- Exhibit 2 – Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
- Exhibit 3 – E-Verify Memorandum of Understanding
- Exhibit 4 – Certificate of Liability
- Exhibit 5 – Specification Booklet

8.3 Performance & Payment Bonds in the amount of 100 percent of the project cost (pages PEB-1 to PEB-3 and PAB-1 to PAB-3)

8.4 Supplementary Conditions (pages 1A-1 to 1A-12, inclusive).

8.5 Construction drawings bearing the title:

REVISIONS TO EXISTING SANITARY SEWER MANHOLES FOR THE CITY OF NIXA, MISSOURI

8.6 Addenda numbers _____, inclusive.

8.7 Contractor's bid (pages BF-1 through BF-4 inclusive).

8.8 Any modifications, including Change Orders, duly delivered after execution of Agreement. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Article 3 of the General Conditions).

8.9 General Conditions

Article 9: MISCELLANEOUS

9.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.2 CONTRACTOR shall retain all required records for three years after the latter of OWNER (grantee) making final payment or all other pending matters are closed.

CONTRACT AGREEMENT

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and seal, and the City of Nixa executes this contract by its City Administrator.

THE CITY OF NIXA, MISSOURI

By: _____
Jimmy Liles, City Administrator

CONTRACTOR

By: _____
Contractor

Approved as to form:

Nicholas 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, Financial Officer

City of Nixa, MO
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$60,000	Wastewater	Capital Infrastructure	03-900-5452500	Current

Explanation: To amend the current budget of the City of Nixa to appropriate additional funds for a new capital project number WWC2021-12 for manholes along SH-14.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. _____

Date of Passage: _____