



Issue: TRUMAN BLVD. CONSTRUCTION PROJECT

Date: July 25th , 2022

Submitted By: Jeff Roussel, Street Superintendent

Background

In 2015 the city hired CJW Transportation to develop preliminary construction plans for the extension of Truman Blvd. This corridor was identified as a needed improvement to provide for an additional North/South corridor in southwest Nixa to alleviate traffic congestion, accommodate future growth, and eliminate an unsafe existing corridor (Norton Rd.). In addition to the road improvements, water and electric plans were also developed for the project.

In April of 2018 a roadway Functional Classification Change request was submitted to the OTO (Ozarks Transportation Organization) and FHWA (Federal Highway Administration) to add the corridor to the Major Thoroughfare Plan. The request for functional classification change was approved allowing for the use of federal funds. The city was then able to enter into a 80% FHWA - 20% City cost share program for construction. Shortly after this time Truman Blvd. was also added to the cities TIP (Transportation Improvement Program) through the OTO and funds were secured for construction.

Fast forward to late 2020 and early 2021. Staff completed negotiations for all needed right-of-way, easements, and meet all the requirements set forth by FHWA (environmental reviews, archeological studies final design, etc.) Following approval by FHWA and MoDOT, the city bid the project with a June, 2023 final completion date.

Analysis

This CIP project, including Street, Water, and Electric improvements received four bids ranging from \$2,607,964.00 to \$3,071,588.36. D&E Plumbing has submitted the lowest responsible bid for \$2,607,964.00. Due to the increase in material and construction costs this year, the Street and Water portions of the bid do exceed budgeted amounts. Electric Dept. bids (\$226,595.00 low bid) are within budgeted amounts. The following shows the difference between the budgeted amount and the bid price for the Water and Street segments.

- Water Dept. Budget \$130,000.00 Bid Amount - \$336,800.00 Difference = \$206,800.00
- Street Dept Budget \$ 1,757,816.00 Bid Amount- \$2,044,569.00 Difference=\$289,175.00

The attached Ordinance includes a budget amendment for both Streets and Water Departments in addition to authorizing the City Administrator to enter into a contract with D&E Plumbing in the amount of \$2,607,964.00.



Recommendation

It is staff's recommendation to award this bid to D & E Plumbing and to provide the requested budget amendments for the Street and Water Departments.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH D&E PLUMBING FOR**
3 **CERTAIN IMPROVEMENTS TO TRUMAN BOULEVARD AND AMENDING THE 2022**
4 **ANNUAL BUDGET TO APPROPRIATE FUNDS FOR SAID CONTRACT.**

5 _____
6
7 **WHEREAS** City staff have solicited proposals for certain improvements to Truman
8 Boulevard, said improvements being identified as Project Nos. STBG-9901(832) and
9 CJW-15018C; and

10
11 **WHEREAS** at the conclusion of the solicitation process, City staff determined that
12 D&E Plumbing, submitted the lowest and most qualified proposal; and

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14 **WHEREAS** City Council desires to authorize the execution of the Contract,
15 attached hereto as "Council Bill Exhibit A," for the purpose described therein; and

16
17 **WHEREAS** Section 67.040 RSMo. provides that after a budget has been approved
18 no increase in the revenues or expenditures from any fund shall be made unless the
19 governing body adopts a measure setting forth the facts and reasons making the increase
20 necessary and authorizing the increase; and

21
22 **WHEREAS** Section 8.7 of the City Charter authorizes the City Council to amend
23 budgeted revenues and expenditures upon the request of the City Administrator; and

24
25 **WHEREAS** the City Administrator has requested a budget amendment as
26 reflected in "Council Bill Exhibit B" and for the purposes referenced therein; and

27
28 **WHEREAS** the City Council desires to amend the City's 2022 budget for the
29 purposes identified herein.

30
31 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
32 **NIXA, AS FOLLOWS, THAT:**

33
34 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute
35 the Contract attached hereto, and incorporated herein by this reference, as "Council Bill
36 Exhibit A," with D&E Plumbing. Said Contract shall be in substantially similar form as the
37 document attached hereto as "Council Bill Exhibit A."

38
39 **SECTION 2:** The City of Nixa's 2022 Annual Budget is hereby amended in the
40 accounts and the amounts as shown on "Council Bill Exhibit B," which is attached hereto
41 and incorporated herein by this reference.

42
43 **SECTION 3:** City Council finds that the budget amendment enacted by this
44 Ordinance has been recommended by the City Administrator. The City Administrator is
45 directed to cause the appropriate accounting entries to be made in the books and records
46 of the City to reflect the budget amendment enacted by this Ordinance.

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Nixa,
 (hereinafter referred to as the Owner) and D&E Plumbing
 of 1112 Falcon Crest Ct, Nixa, MO 65714, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Public Improvements for Truman Boulevard Roadway Extension	STBG-9901(832)
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Public Improvements for Truman Boulevard Electrical and Waterline Extensions	CJW-15018C
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and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner, and in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this _____ day of _____, 20__.

Jimmy Liles _____, acting by and through the
City of Nixa

By _____
City Administrator, City of Nixa

ATTEST: (SEAL)

City Clerk, Rebekka Coffey

D&E Plumbing

By _____
Authorized Contractor Signature

Printed Name of Signatory

ATTEST: (SEAL)

[Attest Person Title Here and Printed Name]

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>
\$206,800	02 – Water Project W2021-05	Infrastructure	02-800-5452500	Current
\$289,175	13 - Streets Project ST2021-05	Infrastructure	13-300-5452500	Current

Explanation: To amend the current budget of the City of Nixa to appropriate additional funds for a Capital Improvement Project to extend Truman Blvd.

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: _____

Total Budget Amendments by Department Year to Date:

Electric	\$285,700
Water	\$932,177 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$92,595 (net)
Police	\$110,329
Street	
Park	\$47,500
Planning & Development	
TOTAL	\$1,893,408