



Nixa Utilities & Public Works
Nixa, Missouri
417.725.2352
www.nixa.com



MEMORANDUM

To: Mayor and City Council
Cc: Jimmy Liles, CA
From: Doug Colvin
Date: 09.16.2021
RE: Resolution #2021-099 Authorizing contract signature for Electric Pole Foundation

As part of the electric distribution relocation project to support the SH-14/Mt. Vernon roadway improvements, a fairly large steel pole and supporting foundation is necessary to absorb the weight and strain of the lines in an area where the alignment is not straight and there is no room for support guy wires.

Though the pole itself was bid in with all of the remaining poles, the foundation needed to be bid separately as the pole suppliers don't complete foundations; only certain contractors have the capability to complete an installation such as this.

Earlier this month staff received bids for the construction of the foundation and only three responses were received with one being a no-bid response. Of the other two, BBC Electrical Services provided the lowest qualified bid for \$73,800 (the high bid was \$148,050). BBC Electrical Services has completed numerous successful projects for us in the past and is completing some of the related relocation work under another contract.

Passage of the attached Resolution provides authorization to the City Administrator to award the bid to BBC Electrical Services and execute the contract. This portion of the project is within the authorized budget for the overall project. The City Attorney has reviewed the bid documents, including the attached contract.

It is staff's recommendation to approve Resolution #2021-099. I am available to answer any questions you have.

RESOLUTION NO. 2021-099

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA ACCEPTING THE BID OF BBC ELECTRICAL SERVICES, INC., FOR THE CONSTRUCTION OF A CERTAIN ELECTRIC POLE FOUNDATION AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT FOR SAME.

WHEREAS City staff, pursuant to the City's adopted purchasing procedures (Resolution 2019-113), as amended, have solicited bids from qualified firms for the construction of a certain electric pole foundation ("Project"); and

WHEREAS after reviewing all submitted bids, City staff has determined that BBC Electrical Services, Inc. ("Contractor") provided the best Bid for the Project; and

WHEREAS City Council desires to award the Contract for the Project to the Contractor and to authorize the City Administrator to execute the Contract attached hereto as "Resolution Exhibit A."

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 \$73,800. 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 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.

SECTION 3: This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

[Remainder of page intentionally left blank. Signatures follow on the next page.]

RESOLUTION NO. 2021-099

ADOPTED BY THE CITY COUNCIL THIS 27TH DAY OF SEPTEMBER 2021.

ATTEST:

CITY CLERK

PRESIDING OFFICER

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2021.

ATTEST:

CITY CLERK

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION EXHIBIT A

AGREEMENT

BBC Electrical Services, Inc.
5467 Hwy 43 South
Joplin, MO 64804
417-438-0560

Proposal #: RFB-047-2021/E

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 **BBC Electrical Services 5467 Hwy 43 South, Joplin, MO 64804**, his/their executors, administration, heirs, successors, or assigns, hereinafter termed the Contractor.

WHEREAS, the Owner has awarded a contract to the Contractor to provide all labor, material, equipment bonding and insurance necessary to complete the following: Construction services to drill and construct a foundation pier, said project being more particularly described in the solicitation documents labeled as RFB-047-2021/E.

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 **\$73,800.00** 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 project in accordance with said specifications of the city's bid documents. For purposes of this agreement, work includes:

Base Bid: Construction services to drill and construct a 6' wide and 34' deep foundation pier.

\$ 73,800.00

All work shall be completed by **October 15, 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 agent 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 Electric Dept
1111 W. Kathryn St.
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:

BBC Electrical Services
5467 Hwy 43 South
Joplin, MO 64804

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 Administrator.

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



CITY OF NIXA, MISSOURI
FINANCE DEPARTMENT
REQUEST FOR BID (RFB)

Bid #: RFB-047-2021/E
Title: Hwy 14E Foundation Pier
Issue Date: 8/30/2021

Buyer: Stephanie Ewing
Phone: 417-449-0555
E-mail: sewing@nixa.com

RFB RESPONSES MUST BE RECEIVED BY: Friday, September 10, 2021 @ 2:00PM, Local Time

Please submit any questions regarding this RFB in writing to the Buyer identified above at sewing@nixa.com.

All RFB forms and addenda will be posted on: <http://nixa.com/departments/purchasing/current-bids>.

MAILING INSTRUCTION: Print or type RFB Title and Due Date on the lower left-hand corner of the envelope or package. Delivered **SEALED BIDS** must be received in Purchasing prior to **Friday, September 10, 2021 @ 2:00PM, Local Time**. Bids will be opened by the Buyer at the location listed below.

RETURN BID TO: City of Nixa Public Works
Attn: Stephanie Ewing
1111 W. Kathryn, PO Box 395
Nixa, MO 65714

By signing this cover page, the firm hereby acknowledges that they fully understand the terms, conditions, and provisions of this RFB, agree to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein, including the Terms and Conditions for RFB-035-2021/Park, included below. The firm also agrees that the language of this **RFB** shall govern in the event of a conflict between the terms of this RFB and their proposal. In addition, the firm shall further agree that upon receipt of an authorized purchase order from the City of Nixa or when a Contract is signed and issued by an authorized official of the City of Nixa, a binding contract shall exist between the firm and the City of Nixa.

SIGNATURE REQUIRED / RETURN WITH BID

LEGAL NAME OF ENTITY/INDIVIDUAL FILED WITH IRS FOR THIS TAX ID NO. BBC Electrical Services, Inc.		DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 5467 HWY 43 South			
CITY, STATE, ZIP CODE Joplin MO 64804			
CONTACT PERSON Eric Jack		EMAIL ADDRESS ejack@bbcelectrical.com	
PHONE NUMBER 417-438-0560		FAX NUMBER 417-206-4336	
TAXPAYER ID NUMBER (TIN) 71-0889613		TAXPAYER ID (TIN) TYPE (CHECK ONE) <input checked="" type="checkbox"/> FEIN <input type="checkbox"/> SSN	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLC, Class _____ Other _____			
AUTHORIZED SIGNATURE Bryan Simpson		DATE 9-8-21	
PRINTED NAME Bryan Simpson		TITLE President	

GENERAL TERMS AND CONDITIONS

1. The City intends to award a contract for the Project based on the bid that, in the City's sole discretion, best meets the interests and requirements of the City. The City reserves the right in the City's sole discretion to reject any and all bids, to waive technicalities or deficiencies in any or all bids, to negotiate with any or all bidders or others for more favorable terms or prices, and to award a contract to other than the bidder submitting the lowest cost bid, with or without negotiation. The City reserves the right to not open a sole bid.
2. **Opening Location & Submittal of Bids:** Sealed bids will be received at Nixa Public Works, 1111 W. Kathryn, Nixa, MO 65714, until the closing date and time indicated above. Firms submitting bids and the public may attend the opening. No decision related to an award of a contract will be made at the opening. Bids shall be submitted in a sealed envelope identified with the RFB title and date of closing on the outside. Facsimile, telephone and email bids will NOT be considered. Bids will not be accepted after the due date and time. All Bids shall be submitted FOB Destination Nixa, Missouri 65714, freight prepaid (unless otherwise stated).
3. **Prices:** Give unit price, extended total or both if applicable. Price must be stated in units of quantity specified in the RFB. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid shall govern. Each item must be priced separately, and no attempt is to be made to tie any item or items in with any other item or items. Do NOT include Federal Excise Tax or Sales and Use Taxes in the prices, as City is exempt from them by law. Tax Exemption Certificate will be furnished if required.
4. **Estimated Quantities:** The estimated quantities indicated in this RFB represent anticipated requirements only. The right is reserved by the City to exceed or diminish these estimates.
5. **Forms, Variances, and Alternates:** Bids must be submitted on the City forms included in this RFB. Firms must indicate any variances from the City requested specifications, terms and conditions, contract documents, and other forms on the Affidavit of Compliance form provided herein. Otherwise, firms must fully comply with the City requested specifications and terms and conditions. Alternate bids may or may not be considered at the sole discretion of the City of Nixa.
6. **"Or Equal" Interpretation:** When a particular manufacturer's name or brand is specified along with the words "or equal", Quotations will be considered on other brands or the product of other manufacturers. On all such Quotations the firm shall indicate clearly the product (brand and model number) on which it is bidding and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Catalog cuts and technical descriptive data shall be attached to the original copy of the quote where applicable. Failure to submit the above information may be sufficient grounds for the rejection of quote.
7. **Withdrawal of Bids:** Bids may be revised, modified, or withdrawn by the firm at any time prior to opening. Any such revision, modification, or withdrawal shall be in writing. After the Bids are

opened, they shall be irrevocable for a period sixty (60) days. Bids shall not be withdrawn or revised after opening.

- 8. Clarification and Addenda:** Each firm shall examine all RFB documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the RFB shall be made through the Finance Department via the Identified Buyer on Page 1 of this RFB, in writing or through email. No oral interpretations shall be given by the City, its employees, representatives, or others. Oral interpretations shall not be binding. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each firm, prior to submitting their bid, to contact the Buyer at phone number 417-449-0555 or email, to determine if addenda were issued and to make such addenda a part of their Proposal. Any and all addenda will be posted on the City's web site (nixa.com) under Current Bid Opportunities on the Purchasing page.
- 9. Contract Form and RFB Attachments:** Any agreement resulting from this RFB shall be on forms either supplied by or approved by the City. Any objections or deviations to the documents attached to or included within this RFB, which will constitute the written agreement between the City and the selected firm, shall be submitted as part of the firm's bid. The City's forms are attached hereto and incorporated herein by the following references: Attachment 1, Attachment 2, Attachment 3, Attachment 4, Attachment 5, and Attachment 6.
- 10. Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to determine a firm's responsiveness and qualifications as they relate to this RFB. Such information may include but shall not be limited to current financial statement, verification of availability of equipment and personnel, and past performance records.
- 11. The Right to Audit:** The firm agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.
- 12. Applicable Law:** All applicable laws and regulations of the State of Missouri and the City shall apply to any resulting agreement, contract, or purchase order.
- 13. Quality Guaranty:** If any product delivered does not meet applicable specifications or if the product will not produce the effect that the firm represents to the City, the firm shall pick up the product from the City at no expense. Also, the firm shall refund to the City any money which has been paid for same. The firm shall be responsible for attorney fees in the event the firm defaults and court action is required.
- 14. Quality Terms:** The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

- 15.No-Bid:** In the event you are unable to quote on this requirement, please return the "No-bid Response Form", on or before the bid closing date. Please indicate the reason(s) you are unable to participate in this solicitation.
- 16.Bid Tabulation:** Firms may request a copy of the bid tabulation of this RFB through the City's Purchasing Department.
- 17.Expenses:** All expenses for making a bid to the City of Nixa are to be borne by the firm.
- 18.Collusion:** By offering a submission to this RFB, the firm certifies the firm has not divulged, discussed, or compared their proposal with other firms submitting proposals as part of this RFB and has not colluded with any other firm or parties to this RFB whatsoever. Also, the firm certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFB:
- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
 - b. Any prices and/or cost data for this RFB have not knowingly been disclosed by the firm and will not knowingly be disclosed by the firm prior to the scheduled opening directly or indirectly to any other firm or to any competitor.
 - c. No attempt has been made or will be made by the firm to induce any other person or firm to submit or not to submit a RFB for the purpose of restricting competition.
 - d. The only person or persons interested in this bid are named therein and no person other than therein mentioned has any interest in this bid or in the contract to be entered into.
 - e. No person or agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
- 19.Liability and Indemnity:**
- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
 - b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or

any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.

- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

20. Information is Public: All documents submitted with any RFB or proposal shall become public documents and subject to Missouri State Statute Chapter 610 RSMo., which is otherwise known as the "Missouri Sunshine Law". By submitting any document to the City of Nixa in connection with a RFB, the submitting party recognizes this and waives any claim against the City of Nixa and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Nixa and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Nixa arising from any bid opportunity.

21. Authorized Product Representation: The selected firm by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit, and the selected firm shall be legally bound to perform according to the documents.

22. Regulations: It shall be the responsibility of each firm to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

23. Awards:

- a. Unless otherwise stated in the RFB, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- b. As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in Bids received.
- c. Awards will be made to the firm whose Bid (1) meets the specifications and all other requirements of the RFB and (2) is the lowest and best proposal, considering price, delivery, responsibility of the firm, and all other relevant factors.

24. Termination of Award: Any failure of the firm to satisfy the requirements of the City shall be reason for termination of the award. Any bid may be rejected in whole or in part.

25. Budgetary Constraints: The City reserves the right to reduce or increase the quantity, retract any item from the Proposal, or upon notification, terminate the entire agreement without any obligations or penalty based upon availability of funds.

26. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act).

Pursuant to Missouri Revised Statute Sections 34.600 et., seq., a Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et. seq., that the contractor is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

27. Sections 285.525 through 285.550 RSMo. Compliance.

Pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., City of Nixa, MO., Christian County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

28. Sections 292.675 RSMo. Compliance.

Pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

29. Required Affidavit for Service Contracts over \$5,000.00.

Bidders shall comply with the provisions of Section 285.525 through 285.550 RSMo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

That the Company is enrolled in and participates in a federal work authorize program with respect to the employees working in connection with the contracted services; and

That the company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

30. Required Affidavit for any Public Works Project.

Bidders shall comply with the provisions of Section 292.675 RSMo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that the Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

The City of Nixa encourages companies that are not already enrolled and participating in a federal work authorizing program to do so. E-Verify is a sample of this type of program. Information regarding E-Verify is available at:

E-Verify Contact information:

Website: <http://www.dhs.gov/how-do-i/verify-employment-eligibility-e-verify>

Phone: 888-464-4218

Email: e-verify@dhs.gov

If you have any questions, please contact the Buyer.

31. INSURANCE: The Contractor shall procure and maintain insurance at its own cost and expense, throughout the duration of the Contract. This insurance shall remain in full force until the work is completed and accepted by the City of Nixa. The insurance shall be of such types and in such amounts as may be necessary to protect the Contractor/Bidder and the interest of the City of Nixa against all hazards or risks of loss as specified by the City.

Such policies shall name the City of Nixa as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo.
(See, [HTTP:\www.insurance.mo.gov\industry\sovimunity.htm](http://www.insurance.mo.gov/industry/sovimunity.htm)).

The minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation.... Statutory coverage per RSMo 287.010 et seq
Employer's Liability..... \$1,000,000.00

- b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Dollars and No Cents (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No Cents (\$300,000.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property.
- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Dollars and No Cents (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No Cents (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.
- d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Dollars and No Cents (\$2,000,000.00) for all claims arising out of a single accident or occurrence and at least Three Hundred Thousand Dollars and No Cents (\$300,000.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Nixa;
 - (2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- e. Builders Risk Insurance for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Nixa.
 - f. Subcontracts. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Nixa through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

32.COMPLETION TIME: The Contractor will be required to commence work under this contract within ten (10) calendar days after the date of receipt by him of the Notice to Proceed, to prosecute said work diligently and to complete the work.

a. **Work must be completed by October 15, 2021.**

The Contractor is required to provide a sufficient work force and construction management so that no time extension will be granted for delay of contract award, weather conditions, utility conflicts, excavation encountering rock, changing excavation quantities, or Contractor scheduling of equipment or construction progress. The Contractor shall have a superintendent or a responsible foreman on the project at all times when construction is in progress. Any claim for extension of time shall be made in accordance with the City of Nixa General Conditions and Technical Specifications.

33.LIQUIDATED DAMAGES: Failure or delay in completing the work in the time specified under the contract or as amended by a contract change order, shall result in liquidated damages being charged and withheld in accordance with the requirements of the General Conditions and Technical Specifications, shall be as follows:

Liquidated Damages per Calendar Day -- \$500.00

The project is not considered completed until final written acceptance by the City of Nixa.

34.BID SPECIFICATIONS & BID FORM: The Bid Specifications attached hereto as "Attachment 1" shall be utilized to determine the most advantageous proposal to meet the City's needs, the award of a contract will be made to the firm whose proposal, in the opinion of City of Nixa, best meets the requirements provided below, firms submitting a bid are required to completely fill out the bid form attached hereto as "Attachment 2."

ATTACHMENT 2
City of Nixa, MO
Bid Form
Hwy 14E Foundation Pier

SUBMITTED BY: BBC Electrical Services, Inc.
(Company Name)

The pricing information is hereby provided in accordance with the Terms and Conditions of this ***Request for Bid.***

Description	Total Price
Bid for: <ul style="list-style-type: none">• Drilling (1) 6' diameter pier 34' deep, plus a 1' reveal• Furnishing and placing of concrete and steel• Concrete testing• Any/all other necessary work to complete the project per specifications listed.	\$ <u>73,800</u>
The Contractor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner within the time specified. The contractor shall complete the work to the satisfaction of the City of Nixa, at the price herein agreed upon.	

The City reserves the right to reject any/all bids and to waive irregularities in bids.

RETURN THIS PAGE

VENDOR REFERENCES:

The proposal must include the following information:

1. List at least three (3) references for whom you have performed similar products/services for other public entities, local government or private companies.

Company Name: City Utilities
Address: Springfield MO
Contact Person: _____
Telephone #: () _____

Company Name: City of Mt. Vernon
Address: Mt Vernon MO
Contact Person: _____
Telephone #: () _____

Company Name: City of Nixa
Address: _____
Contact Person: _____
Telephone #: () _____

2. State how long you have been operating under your present company name?

2000

3. Have you ever defaulted on a contract? No

If so, where and why? _____

RETURN THIS PAGE

Affidavit of Compliance
Hwy 14E Foundation Pier

To be submitted with Vendor's proposal.

X

We DO NOT take exception to the RFP documents/requirements.

 We TAKE exception to the RFP Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this Quotation unless otherwise stipulated herein.

Company Name: BBC Electrical Services, Inc.

By: Bmson Bryan Simpson
(Authorized person's signature) (Print name and title of signer)

Company Address: 5467 Hwy 43 South

Telephone Number: 417-206-4047 Federal Tax ID No.: 71-0889613

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. _____

Addendum No. _____

Addendum No. _____

RETURN THIS PAGE

ATTACHMENT 4
OSHA Safety Program Affidavit of Compliance
Section 292.675 R.S.Mo
For all Public Works Projects
Effective August 28, 2009

STATE OF Missouri)
COUNTY OF Newton) ss.

My name is Bryan Simpson. I am an authorized agent of BBC Electrical Services, Inc. (Company/Bidder). I am aware of the requirements for OSHA training set out in 292.675 R.S.Mo for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all this who performed services for the City of Nixa.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

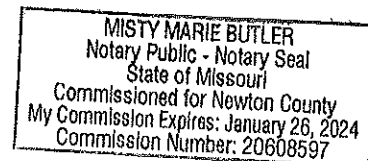
Signature: Bryan Simpson

Printed Name: Bryan Simpson

Subscribed and sworn to before me this 8th day of September, 2021.

Misty Marie Butler
Notary Public

My commission expires: Jan 26, 2024



ATTACHMENT 5
City of Nixa
"No-Bid Response Form"
Hwy 14E Foundation Pier

COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A PROPOSAL RESPONSE.

If you do not wish to respond to this proposal but would like to remain on the City of Nixa vendor list, please fill out this form and return to the Purchasing Department by email or fax.

RETURN TO: Stephanie Ewing, Purchasing Manager
 Email: sewing@nixa.com
 Fax: 417-449-0555

We the undersigned have declined to bid on your proposal for the following reasons:

- ☐ Insufficient time to respond to invitation for bid.
- ☐ We do not offer this product/s or equivalent.
- ☐ Unable to meet specifications.
- ☐ Unable to meet insurance requirements.
- ☐ Our schedule would not allow us to perform.
- ☐ Specifications are to "tight", i.e. geared towards one brand or manufacturer.
- ☐ Specifications unclear.
- ☐ Other (please specify below).

Comments: _____

VENDOR INFORMATION:

Company Name: _____
Signature and Title: _____
Phone #: _____
Email: _____

ATTACHMENT 6

AGREEMENT
Contractor Name
Address
City, State, Zip
Phone

Proposal #: _____
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 provide all labor, material, equipment bonding and insurance necessary to complete the following: Construction services to drill and construct a foundation pier, said project being more particularly described in the solicitation documents labeled as RFB-_____.

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 \$_____ 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 project in accordance with said specifications of the city's bid documents. For purposes of this agreement, work includes:

Base Bid: Construction services to drill and construct a 6' wide and 34' deep foundation pier.

\$_____

All work shall be completed by **October 15, 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 Electric Dept
1111 W. Kathryn St.
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

ATTACHMENT 3
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The bidder/contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A:	To be completed by a non-business entity as defined below.
BOX B:	To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/qc_1185221678150.shtm .
BOX C:	To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "**business entity**" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "**business entity**" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "**business entity**" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the _____ (insert agency name) with all documentation required in Box B of this exhibit.

Authorized Representative's Name

Authorized Representative's Signature

Company Name (if applicable)

Date

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) MEETS the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Bryan Simpson

Authorized Business Entity Representative's Name
(Please Print)

BBC Electrical Services, Inc.

Business Entity Name

bsimpson@bbcelectrical.com

E-Mail Address

Bm Sm

Authorized Business Entity
Representative's Signature

8-8-21

Date

As a business entity, the bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

- ☒ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the bidder's/contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed, at minimum, by the bidder/contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the bidder's/contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

AFFIDAVIT OF WORK AUTHORIZATION:

The bidder/contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Bm Sm

Authorized Representative's Signature

Bryan Simpson

Printed Name

President

Title

8-8-21

Date

bsimpson@bbcelectrical.com

E-Mail Address

291484

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of _____, State of _____
(NAME OF COUNTY)

_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the bidder's/contractor's name and the MOU signature page completed and signed by the bidder/contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(If known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date