

RE: FUNDING SOURCE CHANGE TO CHEYENNE MULTI-USE PATH FROM TRANSPORTATION ALTERNATIVE PROGRAM FUNDS TO STATE TRANSPORTATION BLOCK GRANT FUNDS

COUNCIL BILL #2025-31

Background:

In 2023, Transportation Alternative Funds (TAP) were awarded to Nixa for a ten-foot wide multi use path located east of Cheyenne Rd from the Cheyenne Valley development to Summit and High Point Schools. Engineering is complete, necessary easements have been secured, and bid documents are being prepared for construction.

Analysis:

Since the original award, the federal funding source has been reallocated from TAP funds to State Transportation Block Grant (STBG) funds. This supplemental agreement authorizes the use of STBG funds in place of TAP funds. Importantly, this change does not alter the financial structure of the project—the City will still receive 80% reimbursement, up to a maximum of **\$704,191**.

Recommendation:

Staff recommend approval of this supplemental agreement to formally allow the funding source change, ensuring continued progress on this important infrastructure project without any impact to the City's financial obligations

MEMO PREPARED BY:

Jeff Roussell | Street Superintendent

jroussell@nixa.com | 417-725-2353

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE**
2 **MAYOR TO EXECUTE A MISSOURI HIGHWAYS AND TRANSPORTATION**
3 **COMMISSION TRANSPORTATION ALTERNATIVES PROGRAM SUPPLEMENTAL**
4 **AGREEMENT.**

5
6 **WHEREAS** Section 70.220 RSMo. authorizes units of government to cooperate
7 with one another and to enter into intergovernmental cooperative agreements for such
8 purposes; and
9

10 **WHEREAS** the City Council desires to contract with the Missouri Highways and
11 Transportation Commission to fund a portion of the Cheyenne Road Multi-Use Path
12 Project; and
13

14 **WHEREAS** the City Council desires to authorize the Mayor to execute a document
15 that is substantially similar to "Council Bill Exhibit A."
16

17 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**
18 **NIXA, AS FOLLOWS, THAT:**
19

20 **SECTION 1:** The Mayor, or designee, is hereby authorized and directed to execute
21 a "Missouri Highways and Transportation Commission Transportation Alternatives
22 Program Supplemental Agreement" (the "Contract") with the Missouri Highways and
23 Transportation Commission. Said Contract shall be in substantially similar form as the
24 document attached hereto, and incorporated herein by this reference, as "Council Bill
25 Exhibit A."
26

27 **SECTION 2:** The Mayor, City Administrator, and the officers of the City are hereby
28 authorized to do all things necessary or convenient to carry out the terms and intent of
29 this Ordinance.
30

31 **SECTION 3:** This Ordinance shall be in full force and effect from and after its final
32 passage by the City Council and after its approval by the Mayor, subject to the provisions
33 of section 3.11(g) of the City Charter.
34
35

36 **[Remainder of page intentionally left blank. Signatures follow on next page.]**
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ADOPTED BY THE COUNCIL THIS _____ DAY OF _____ 2025.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____ 2025.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EFFECTIVE DATE: _____

TERMINATION DATE: _____

CONTRACT NUMBER: _____

CONSTRUCTION CONTRACT FOR SEWER LINING SERVICES

THIS CONSTRUCTION CONTRACT FOR SEWER LINING SERVICES ("Contract") is made and entered into upon its execution by the City of Nixa, Missouri, a Constitutional Charter City organized under the laws of the State of Missouri ("City") and SMICO Contracting Group, a Missouri Limited Liability Company ("Contractor").

WHEREAS the City, after utilizing a cooperative contract, desires to engage Contractor to perform sewer lining services; and

WHEREAS the City desires to engage Contractor to perform such work under the terms and conditions of this Contract; and

WHEREAS the Contractor desires to perform such work under the terms and conditions of this Contract.

NOW, THEREFORE, for the considerations herein expressed, it is mutually agreed by and between the City and the Contractor as follows:

1. **Manner and Time for Completion.**

1.1. The Contractor agrees to perform and undertake the work described herein.

1.2. The Contractor shall perform said work in accordance with the standard of care, skill, and expertise ordinarily used by members of the Contractor's profession in the performance of similar work.

1.3. The work is described in Exhibit A, which is attached hereto and incorporated herein by this reference ("Services").

1.4. The rates for the Services provided by the Contractor are established in Exhibit B, which is attached hereto and incorporated herein by this reference.

1.5. Contractor shall furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Services at Contractor's own expense in accordance with the contract documents, any applicable City ordinances, and any applicable state or federal laws within 120 calendar days from the date of execution of this Contract.

2. **Addition to Services.** The City may add to the Services or delete therefrom services, provided that the total cost of such work does not exceed the total cost authorized herein. The Contractor shall undertake such changed activities only upon the written direction of the City. All such directives and changes shall be in written form and shall be accepted and countersigned by the Contractor.

3. **Payment.**

3.1. **Progress Payments.**

3.1.1. Provided that Contractor performs the Services in the manner set forth herein, the City shall pay the Contractor in accordance with the provisions of this Contract, which shall constitute full and complete compensation for the Contractor's work. Such compensation shall be paid in progress payments subject to receipt of a requisition for payment and a statement of the work provided by the Contractor for the period covered by the requisition.

3.1.2. The Contractor is responsible for ensuring that the requisition is received by the City no more than 6 months after completion of the work embraced within said requisition. The City shall have no obligation to pay any requisition which is received by the City more than 6 months after the completion of any work embraced within said requisition.

3.1.3. Such requisition shall include an acknowledgement signed by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the Contract.

3.1.4. If applicable, the City shall provide notice to the Contractor of any payment amount withheld and the reason for such withheld payment.

3.1.5. The acceptance of any payment under this Contract expressly constitutes a release by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract prior to the date of payment by City.

3.1.6. Requisitions shall be submitted to the City via the AccountsPayable@nixa.com email address, or in writing to the address of the City provided below.

3.1.7. Subject to the provisions of Paragraph 3, the City shall pay the Contractor within 30 days of receipt by the City of the requisition.

3.2. Retainage. City shall withhold 5% from each progress payment as retainage to ensure performance and completion of the Contract. Retainage amounts shall be paid as part of City's Final Payment to Contractor.

3.3. Payment Conditioned on Acceptable Performance. No payment shall be made by City unless the Contractor's performance for work which it seeks payment was completed in compliance with the provisions of this Contract. No partial payment to the Contractor shall operate as approval of acceptance of all work completed by Contractor prior to the date of payment.

3.4. Total compensation not to exceed. It is expressly understood that in no event shall the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **\$23,340.00** unless specifically and mutually agreed to in writing by both the City and the Contractor.

3.5. Final Completion and Final Payment.

3.5.1. Final Completion is the point at which all work under this Contract has been completed by the Contractor in strict compliance with the terms of this Contract and the Contractor is ready to receive its Final Payment. Final Completion will only occur when all of the following conditions, unless waived in writing by the City, have been satisfied:

3.5.1.1. All work is complete and in compliance with this Contract.

3.5.1.2. Contractor has submitted to the City a Final Payment Application for all funds remaining due under the Contract.

3.5.1.3. Contractor has completed all of its obligations under this Contract, including, without limitation, provided all manufacturer's warranties or any other warranties which are part of the project, provided any manuals for the operation and maintenance of equipment and systems which are part of the project, provided any as-builts or other drawings, any documentation transferring to City ownership of all equipment and materials which are part of the project, and any other close-out requirements reasonably required by the City.

3.5.1.4. Contractor has delivered to the City a final claim statement setting forth in detail all claims of any kind pending against the City or any indemnitee connected with or arising out of this Contract that are pending but not yet resolved. Any claim not specified by the Contractor, whether on behalf of itself or its subcontractors, shall be deemed waived.

3.5.2. Unless otherwise provided in Paragraph 3.5, the manner in which a Final Payment is made shall be governed by the provisions of Paragraph 3.1.

3.5.3. The Contractor shall notify the City, in writing, when it considers Final Completion has been achieved. After receiving such notice, the City shall, within a reasonable time thereafter, schedule an inspection of the work to determine if Final Completion has been achieved. If the City determines that Final Completion has not been achieved, the City shall promptly provide the Contractor with a list of items to be completed or corrected to enable City to certify that Final Completion has been achieved. The Contractor shall promptly perform such work and notify the City upon completion so another inspection can be scheduled. If the City determines that Final Completion has been achieved, the City shall promptly notify the Contractor that all requirements have been met.

3.5.4. The acceptance of Final Payment under this Contract expressly constitutes a release of the City by the Contractor and its subcontractors from any and all claims which were made or could have been made by the Contractor and its subcontractors against the City which may arise out of or are related to this Contract.

3.6. Additional Payment Terms.

3.6.1. Payment to Contractor shall be by check or by electronic funds transfer, at the sole discretion of the City. Payment shall be provided to the Contractor at the address or the account number provided by the Contractor.

3.6.2. Contractor shall, as a condition precedent to any payments made as part of this Contract, sign up and comply with the requirements of the City's payment verification vendor, currently PaymentWorks. The Contractor agrees to reasonably cooperate with the City's payment verification vendor's requests for information.

4. Exchange of Data and Cooperation. All information, data, and reports in the City's possession and necessary for the carrying out of the Services, shall be furnished to the Contractor without charge,

and the parties shall reasonably cooperate with each other in every possible way in the carrying out of the Services.

5. Personnel. The Contractor represents that Contractor shall secure at Contractor's own expense all personnel required to perform the Services. Such personnel shall not be considered employees of the City. All the Services required hereunder shall be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such Services. None of the Services covered by this contract shall be subcontracted without the prior written approval of the City.

6. Term. This Contract shall commence upon its full execution by the Parties and shall continue until the completion and acceptance by the City of the Services, unless sooner terminated pursuant to Paragraph 7.

7. Termination.

7.1. Termination for breach. Failure of Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the terms of this Contract shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor. In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

7.2. Termination for Convenience. The City shall have the right at any time upon 90 days written notice to the other to terminate and cancel this Contract, without cause, for convenience. In such event final payment to the Contractor shall be limited to services provided by the Contractor as of the effective date of said termination.

7.3. Non-appropriation. This Contract shall be terminated upon the failure of the City Council of City to appropriate funds for this Contract in any term of said Contract.

8. City's Right to Proceed. In the event this Contract is terminated, the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this Contract thereby occasioned by the City. In any case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

9. Confidentiality. Any reports, data, or similar information given to, prepared or assembled by the Contractor under this Contract shall be considered the property of the City and shall not be made available to any individual or organization by the Contractor without prior written approval of the City. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

10. Conflict of Interest. Contractor certifies that no member or officer of its firm or organization is an officer or employee of the City of Nixa, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest in this Contract which would violate any applicable federal regulations or the provisions of RSMo. Section 105.450 et seq or the provisions of Nixa City Charter Section 13.1.

11. Assignment. Neither party may assign, transfer, or delegate any or all of its rights or obligations under this Contract, including by operation of law, change of control, or merger, without the prior written consent of the other party. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

12.1. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

12.2. This Contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. Occupational License. The Contractor shall obtain and maintain an occupational license or business registration with the City of Nixa, Missouri, if required by city code and any required state or federal requirement. The cost for this occupational license shall be borne by the Contractor.

14. Insurance Requirements.

14.1. Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall at all times during the Term of this Contract, and for a period of three years thereafter, unless waived in writing by the City, at Contractor's sole cost and expense, have at least the following types and amounts of insurance:

14.1.1. Commercial General Liability Insurance with limits no less than \$517,306.00 per occurrence and \$ 3,448,710.00 in the aggregate, including bodily injury and property damage, which policy shall include contractual liability coverage insuring the activities of Contractor under this Contract;

14.1.2. Worker's Compensation Insurance with statutory coverage as provided for in RSMo. 287.010 et seq.;

14.1.3. Employers Liability Insurance with limits no less than \$517,306.00 per occurrence and \$ 3,448,710.00 in the aggregate;

14.1.4. Commercial Automobile Liability with limits no less than \$517,306.00 per occurrence and \$3,448,710.00 in the aggregate; and

14.2. All insurance policies required pursuant to Paragraph 14 shall:

14.2.1. Be issued by insurance companies reasonably accepted by the City, able to transact business within the State of Missouri, and with an A.M. Best Rating of no less than a B+ Rating;

14.2.2. Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; provided that, prior to such cancellation, the Contractor shall have new insurance policies in place that meet the requirements of this Paragraph 14;

14.2.3. Waive any right of subrogation of the insurers against the City or any of its officials, employees, or agents;

14.2.4. Provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of the City shall be excess and non-contributory;

14.2.5. Name the City and its officials, employees, and agents, as additional insured;

14.2.6. Not be met by the use of a single limit policy.

14.3. Contractor shall provide the City with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Paragraph 14 at the time of execution of this Contract and shall not do anything to invalidate such insurance.

14.4. Failure of the Contractor to maintain the coverages set out in this Paragraph 14 shall not relieve it of any contractual responsibility or obligation or liability in general or under this Contract.

14.5. This Paragraph 14 shall not be construed in any manner as waiving, restricting, or limiting the liability of the Contractor for any obligations imposed under this Contract (including but not limited to, any provisions requiring a party hereto to indemnify, defend, and hold harmless under this Contract).

14.6. Subcontracts. In case any or all the performance of this Contract is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in this Paragraph 14. Contractor shall provide evidence of such insurance from said subcontractor.

14.7. Changes in policy limits. In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo. is broadened or increased during the term of this Contract by legislative or judicial action or in the event that the Sovereign Immunity limits for a given calendar year, as published annually on the Missouri Register by the Missouri Department of Insurance are increased during the term of this Contract, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased exposure as the result of increase. Any such additional insurance coverage shall be evidenced by an appropriate Certificate of Insurance and shall take effect within the time set forth in the addendum.

14.8. Survival. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

15. Contractor's responsibility for subcontractors. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this Contract, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City.

16. Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor shall be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation, and unemployment insurance laws. The Contractor shall retain sole and absolute discretion as to the judgment and manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City shall not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

17. Liability and Indemnity.

17.1. 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 Contractor under this contract.

17.2. 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, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

17.3. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due to any employees in rendering services pursuant to this Contract 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.

17.4. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its

elected or appointed officials, agents, and employees, for which indemnification is sought.

17.5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

17.6. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price. Contractor's obligation under this Contract to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this Contract.

17.7. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

17.8. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

18. Contract Documents.

18.1. The entire Contract of the parties shall consist of the following documents:

18.1.1. This Contract; and

18.1.2. Scope of Work (Exhibit A); and

18.1.3. Rate Sheet (Exhibit B).

18.2. The above listed documents are attached hereto and incorporated by their reference herein as though fully set forth herein.

18.3. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

18.4. In the event of a conflict between terms, the terms of this Contract, exclusive of its Exhibits, Attachments, or Schedules, shall control over the terms of any Exhibit, Attachment, or Schedule.

19. Nonresident or Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

19.1. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 RSMo.

19.2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

19.3. The Contractor shall utilize a United States based bank at the time of execution of this Contract. The City shall not be responsible for any additional costs incurred in the event that the Contractor utilizes a non-United States based bank.

20. Notices.

20.1. All notices required or permitted hereinunder and required to be in writing may be given by Electronic Mail or by first class mail addressed to City and Contractor at the addresses shown below:

To City:

Name: City of Nixa, Missouri
Address: 715 W. Mt. Vernon St., PO Box 395, Nixa MO 65714
Phone: 417.725.3785
Email: jstutesmun@nixa.com
Attn: Jason Stutesmun
Dept: Water/Wastewater

To Contractor:

Name: SMICO Contracting Group, LLC
Address: PO Box 563, Odessa, MO 4076
Phone: 816-229-2244
Email: Smicoservices@smico1.com
Attn: Tim Trigg, Project Manager

20.2. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by Electronic Mail transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

20.3. Notice of information may be updated by the respective party upon reasonable notice of such change to the other party.

21. Right to Audit. Contractor agrees to furnish sufficient supporting details as may be required by the City to support any charges or invoices submitted to the City for payment under this Contract. Contractor shall make available for the City's inspection all records covering or relating to charges submitted to the City for payment. Contractor shall make appropriate adjustments in the event that discrepancies are found. The City shall have the right to audit the Contractor's records pertaining to the work/product for a period of three (3) years after final payment. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

22. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

23. City Benefits. The Contractor shall not be entitled to any of the benefits established for the

employees of the City nor be covered by the Worker's Compensation Program of the City.

24. No Third-Party Beneficiaries. This Contract is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Contract.

25. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri, without giving effect to any choice or conflict of law provision or rule which would cause the application of the laws of any jurisdiction other than those of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Courts of Christian County, Missouri. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

26. Waiver of Jury Trial. Each party irrevocably and unconditional waives any right it may have to a trial by a jury in respect to any legal action arising out of or relating to this Contract or the transaction contemplated thereby. The provisions of this Paragraph shall survive the termination or expiration of this Contract.

27. No Waiver of Governmental Immunity. No provision of this Contract is intended, or shall be construed, to be a waiver for any purpose by the City of any applicable state law on municipal liability or governmental immunity. No indemnification provision contained in this Contract under which Customer indemnifies the City shall be construed in any way to limit any other indemnification provision contained in this Contract.

28. Severability. If any term or provision of this Contract is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Contract or invalidate or render unenforceable such term or provision.

29. Headings. The headings in this Contract are for reference only and shall not affect the interpretation of this Contract.

30. Interpretation. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

31. Payment for Labor and Materials. The Contractor shall pay for all labor and materials used in the provision of the Services.

32. Performance and Payment Bonds.

32.1. The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on forms approved by the City. Each bond shall be in the amount of \$23,340.00 (full amount of contract) conditioned upon the full and faithful performance of all terms and conditions of this Contract and payment of all labor and material suppliers.

32.2. It is further mutually agreed between the parties that if at any time after the execution of this Contract the City deems the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within 5 days after the receipt of notice from the City to do so,

furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this Contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City.

32.3. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

33. Safety Training. Pursuant to Missouri Revised Statute Section 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. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500.00 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. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employees found in violation).

34. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

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

IN WITNESS WHEREOF, the parties have set their hands on the day and year herein stated.

CITY

Jimmy Liles
Jimmy Liles (Sep 4, 2025 10:12:35 CDT)

Jimmy Liles, City Administrator

Date: Sept 4, 2025

CONTRACTOR

[Signature]

Authorized Signer

Date: 8/28/2025

Tim Trigg

Printed Name

Manager

Title

ATTEST:

Rebekka Coffey

Rebekka Coffey, City Clerk

Approved as to form:

Nick Woodman

Nick Woodman, City Attorney

Director of Finance Certification:

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

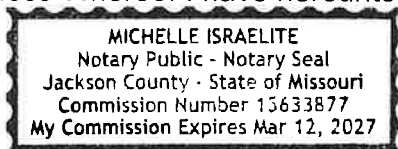
Jennifer Evans, Director of Finance

CONTRACTOR VERIFICATION

STATE OF MISSOURI)
) ss
COUNTY OF Jackson)

On this 28th day of August, 2025, before me, appeared Tim Trigg to me personally known, who, being by me duly sworn did say that they are the Manager of SMICO Contracting Group, Missouri Limited Liability Company, and said instrument was signed on behalf of said company, and said declarant acknowledged said instrument to be the free act and deed of said company.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.



Michelle Israelite
Notary Public

My commission expires: Mar 12, 2027

EXHIBIT A: SCOPE OF WORK
Cured-In-Place-Pipe (CIPP) Sewer Lining Services

1. Project Objective. To retain a qualified Contractor to provide all necessary supervision, labor, tools, equipment, materials, and supplies for the successful installation of approximately 400 linear feet of 8-inch Cured-In-Place-Pipe (CIPP) sewer lining within the City of Nixa's wastewater collection system. The objective of this project is to rehabilitate existing sewer mains, restoring their structural integrity and reducing infiltration and inflow.

2. Project Location. The specific sewer main segments to be lined under this contract will be designated by the City of Nixa prior to the commencement of work.

3. Detailed Scope of Services. The Contractor shall perform, or cause to be performed, the following services:

3.1. Project Management & Pre-Construction.

3.1.1. Mobilization: Mobilize all necessary personnel, equipment, and materials to the designated project sites within the City of Nixa.

3.1.2. Pre-Installation Inspection: Perform a thorough pre-installation Closed-Circuit Television (CCTV) inspection of the designated 400 feet of 8-inch sewer main.

The inspections shall be conducted to identify any obstructions, structural defects, or conditions that may impede the CIPP installation process.

The Contractor shall notify the City of any potential point repairs or significant issues discovered during the inspection that must be addressed by the City prior to lining.

3.1.3. Sewer Main Cleaning: Perform cleaning of the designated sewer mains to remove debris, roots, and other obstructions in preparation for CIPP lining. It is understood that "heavy cleaning" will be performed by the City of Nixa, with standard preparation cleaning to be performed by the Contractor.

3.2. CIPP Installation.

3.2.1. Bypass Pumping: Furnish and operate a temporary wastewater bypass pumping system. The system must be sufficient to divert all sewer flows around the work area for the duration of the CIPP installation and curing process, preventing any service interruptions or sanitary sewer overflows.

3.2.2. CIPP Liner Installation: Furnish and install approximately 400 linear feet of an 8-inch CIPP liner. The liner and installation method shall conform to industry standards and manufacturer specifications to ensure a complete, continuous, and leak-free rehabilitation of the host pipe.

3.2.3. Lateral Reinstatement: After the CIPP liner has been cured, the Contractor shall accurately reinstate all active sewer lateral connections. Reinstatement shall be

performed using remote-controlled cutting equipment, ensuring a clean and properly sized opening without damaging the newly installed liner.

3.2.4. Protruding Tap Removal: The Contractor shall remove any protruding lateral taps or other intrusions within the pipe to ensure a smooth interior surface prior to liner installation.

3.3. Post-Construction & Project Closeout.

3.3.1. Post-Installation Inspection: Perform a post-installation CCTV inspection of the entire length of the newly lined sewer main. This inspection is to verify the quality of the installation, confirm the successful reinstatement of all laterals, and document the final condition of the pipe.

3.3.2. Site Cleanup: Upon completion of work at each location, the Contractor shall remove all equipment, materials, and debris, leaving the site in a clean and orderly condition.

3.3.3. Demobilization: Remove all personnel and equipment from the project site upon final acceptance of the work by the City.

4. Contractor Responsibilities.

4.1. Furnish all supervision, labor, tools, equipment, and materials necessary to complete the work described herein.

4.2. Provide traffic control services as required to ensure the safety of the public and work crews.

4.3. Ensure all work is performed in accordance with applicable industry standards, laws, and safety regulations.

4.4. Coordinate all site activities with the City's designated representative.

5. City Responsibilities.

5.1. Provide the Contractor with access to all easements and project sites.

5.2. Perform any necessary "heavy cleaning" of the sewer mains prior to the Contractor's standard preparation cleaning.

5.3. Address and complete any necessary point repairs identified by the Contractor during the pre-installation CCTV inspection.

5.4. Obtain and pay for any required traffic control permits or associated bonds.

6. Project Exclusions. The following items are expressly excluded from this Scope of Work:

- 6.1. Removal, handling, or disposal of any hazardous or controlled waste.
 - 6.2. Relocation of any existing public or private utilities.
 - 6.3. Excavation of any kind.
 - 6.4. Permanent site restoration, including but not limited to streets, sidewalks, curbs, landscaping, or gravel.
7. **Deliverables.** Upon project completion, the Contractor shall provide the City with the following:
- 7.1. Digital copies of the pre-installation CCTV inspection videos and logs.
 - 7.2. Digital copies of the post-installation CCTV inspection videos and logs, documenting the final condition of the lined pipe and the reinstatement of all laterals.

SMICO Contracting Group LLC

BID

April 9, 2025

PROJECT: Cure in place pipe installation.

LOCATION: Nixa MO.

The city of Nixa Missouri has requested a BID to install cure in place pipe.

Based on our non-televised assessment, we believe the following to be accurate.

The price below includes Clean and CCTV pre and post, bypass pumping, lateral reinstatement, protruding tab removal. Traffic control except permit required traffic control.

CCTV inspection will be completed of segments referenced prior to installation of liner, any potential point repairs will need priced and completed before CIPP process.

	Description	QTY	UNIT	Unit Price	EXT
1	Mobilization	1	LS	\$3,500.00	\$3,500.00
2	8" Cure in Place Pipe installed complete	400	LF	\$49.60	\$19,840.00
Total		\$23,340.00			

Smico Contracting acknowledges the following:

Prevailing wage requirements if project exceeds \$75,000.00.

E verify requirements

- Smico will be granted access to all easements and granted access to project sites beyond current easements.
- Price below includes one mobilization. Additional mobilization will result in per mileage charge of \$6.00, from and to Smico base located in Concordia Missouri.

Proposal Excludes the Following Items:

- * This proposal excludes removal of any hazardous waste, or controlled waste.
- * Relocation of existing utilities.
- * Excavation all types
- * Restoration of site all types including but not limited to, streets, sidewalks, curbs, grass, gravel.
- * Heavy cleaning will be performed by the City of NIXA
- * Traffic control permits, or bonds associated with traffic control.

Smico Contracting Group LLC:

Signature: 

Printed Name: Tim Trigg

Title: Project Manager

Date Signed: 4/9/24

City of Nixa Missouri:

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Robert E Miller Group 903 E 104th Street, Suite 800 Kansas City MO 64131	CONTACT NAME: PHONE (A/C, No, Ext): 816-333-3000 E-MAIL: certs@millercares.com ADDRESS: certs@millercares.com	FAX (A/C, No): 816-822-1634
INSURED Smico Services, LLC PO Box 563 Odessa MO 64076	License#: 959085 SMICSER-01	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Evanston Insurance Company		35378
INSURER B : Progressive Casualty		42919
INSURER C : Accident Fund Insurance Co.		10166
INSURER D : CFC Underwriting LTD		
INSURER E : Covington Specialty Insurance		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 904967631**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	2AA421158	1/12/2025	1/12/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Physical Dmg			983713281	7/12/2025	7/12/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ \$1,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3184518	1/12/2025	1/12/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AF WCP 100021070	1/7/2025	1/7/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D E	Professional Liability Equipment Floater			PSN0340201756 VBB144881	1/12/2025 2/1/2025	1/12/2026 2/1/2026	Occ/Aggregate See below \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Sewer Lining Services

City of Nixa, Missouri is an additional insured as respects to General Liability, on a primary, noncontributory basis, as required by written contract. Waiver of subrogation applies where allowed by law. 30 Day Notice of Cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

City of Nixa, Missouri
715 W Mt Vernon St
Nixa, MO 65714

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SMICO- Sewer Lining contract

Final Audit Report

2025-09-04

Created:	2025-08-28
By:	Stephanie Ewing (sewing@nixa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAwIbOCAGmBvBagkBudBnNIEHem0vLupUA

"SMICO- Sewer Lining contract" History

-  Document created by Stephanie Ewing (sewing@nixa.com)
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-  Document emailed to Jennifer Evans (Jevans@nixa.com) for signature
2025-08-28 - 8:32:01 PM GMT
-  Email viewed by Jennifer Evans (Jevans@nixa.com)
2025-09-02 - 2:38:34 PM GMT
-  Document e-signed by Jennifer Evans (Jevans@nixa.com)
Signature Date: 2025-09-02 - 2:38:53 PM GMT - Time Source: server
-  Document emailed to nwoodman@nixa.com for signature
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-  Email viewed by nwoodman@nixa.com
2025-09-02 - 2:39:19 PM GMT
-  Signer nwoodman@nixa.com entered name at signing as Nick Woodman
2025-09-02 - 2:40:56 PM GMT
-  Document e-signed by Nick Woodman (nwoodman@nixa.com)
Signature Date: 2025-09-02 - 2:40:58 PM GMT - Time Source: server
-  Document emailed to jliles@nixa.com for signature
2025-09-02 - 2:41:01 PM GMT
-  Email viewed by jliles@nixa.com
2025-09-04 - 3:12:02 PM GMT
-  Signer jliles@nixa.com entered name at signing as Jimmy Liles
2025-09-04 - 3:12:33 PM GMT



Document e-signed by Jimmy Liles (jliles@nixa.com)

Signature Date: 2025-09-04 - 3:12:35 PM GMT - Time Source: server



Document emailed to Bekka Coffey (bcoffey@nixa.com) for signature

2025-09-04 - 3:12:37 PM GMT



Email viewed by Bekka Coffey (bcoffey@nixa.com)

2025-09-04 - 5:39:20 PM GMT



Document e-signed by Bekka Coffey (bcoffey@nixa.com)

Signature Date: 2025-09-04 - 5:39:50 PM GMT - Time Source: server



Agreement completed.

2025-09-04 - 5:39:50 PM GMT



Adobe Acrobat Sign