



## **RE: CONTRACT WITH KCI CONSTRUCTION FOR WATERLINE INSTALLATION IN CONJUNCTION WITH MAIN STREET PROJECT.**

### **RESOLUTION #2026-08**

#### **Background:**

At the end of 2024, the City of Nixa entered into an agreement with the Missouri Department of Transportation authorizing the DOT to bid and administer federal funding on the City's behalf for the Nixa Main Street project.

During the plan development phase of this project, a waterline extension was added to upgrade water service to the North Main Street area and bid along with the street improvement project. Unfortunately, the waterline improvements were not eligible for federal fund reimbursements; therefore, Mo-Dot issued a change order removing the waterline portion from the project.

#### **Analysis:**

To proceed with this needed improvement, staff are requesting permission to enter into an agreement with KCI Construction for the waterline installation. All required bidding criteria were met, and four qualified bids were received. KCI Construction is the lowest responsible bidder for the waterline installation and street improvements.

This improvement is within budgeted amounts.

#### **Recommendation:**

It is staff's recommendation that this Council Bill be approved, allowing for the installation of the waterline by the lowest bidder, KCI Construction.

#### **MEMO PREPARED BY:**

**Jeff Roussell** | Street Superintendent

[jroussell@nixa.com](mailto:jroussell@nixa.com) | 417-725-2353

**RESOLUTION NO. 2026-08**

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH KCI CONSTRUCTION COMPANY FOR WATERLINE IMPROVEMENTS.**

**WHEREAS** the City of Nixa and the Missouri Department of Transportation (“MoDOT”) are cooperating on a project to improve and widen Main Street in the City of Nixa; and

**WHEREAS** during the development of the Main Street project, a waterline extension was included to upgrade water service to the North Main Street area; and

**WHEREAS** MoDOT subsequently removed the waterline improvements from the federally funded portion of the project, requiring the City to contract for this work separately; and

**WHEREAS** the City solicited bids for the waterline installation, and KCI Construction Company submitted the lowest responsible bid in the amount of \$208,050.60; and

**WHEREAS** City staff recommends awarding the contract to KCI Construction Company to ensure the waterline improvements are completed in conjunction with the street improvements.

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

**SECTION 1:** The City Council hereby authorizes the City Administrator, or designee, to execute a “Construction Contract for Waterline Installation” with KCI Construction Company. Said Contract shall be in substantially similar form as “Resolution Exhibit A,” which is attached hereto and incorporated herein by this reference as though fully set out herein.

**SECTION 2:** The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

**SECTION 3:** This Resolution 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. 2026-08**

48 **ADOPTED BY THE COUNCIL THIS 24<sup>TH</sup> DAY OF FEBRUARY 2026.**

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ATTEST:

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PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

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56 **APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026.**

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ATTEST:

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MAYOR

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CITY CLERK

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63 APPROVED AS TO FORM:

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CITY ATTORNEY

EFFECTIVE DATE: \_\_\_\_\_

TERMINATION DATE: \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

## CONSTRUCTION CONTRACT FOR WATERLINE INSTALLATION.

**THIS CONSTRUCTION CONTRACT FOR WATERLINE INSTALLATION** (“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 KCI Construction Company, a company organized and existing under the laws of the State of Missouri (“Contractor”).

**WHEREAS** the City and the Missouri Department of Transportation (“Mo DOT”) are both working on a project to improve and widen Main Street in the City of Nixa; and

**WHEREAS** MoDOT, as the lead agency on the project, has bid the project and has awarded the Contractor the contract for the project; and

**WHEREAS** the City plans to install a new waterline as part of the improvement to Main Street; and

**WHEREAS** the City desires to contract with the Contractor to install this new waterline; and

**WHEREAS** the Contractor desires to contract with the City for the installation of this new waterline.

**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 are 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 538 calendar days from the date Contractor is ordered to proceed congruent with MoDOT’s Notice to Proceed (NTP) and contract completion timeframes.

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](mailto: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. [INTENTIONALLY DELETED].**

**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. Availability of Funds.** The total potential compensation to be paid to the Contractor over the entire term of this Contract, including all renewals, is estimated to be **\$208,050.60** and shall in no event exceed this amount.

Notwithstanding the total contract value, the parties expressly agree that the City's obligation to make payments under this Contract is contingent upon the annual appropriation of funds by the

City Council.

In the event the City Council fails to appropriate funds for the performance of this Contract in any future fiscal year, this Contract shall automatically terminate, effective at the end of the last fiscal year for which funds were appropriated. The City shall provide the Contractor written notice of such non-appropriation at the earliest opportunity. Such termination shall be without penalty or expense to the City, and the City shall have no further liability or obligation to the Contractor except for payment for services satisfactorily performed and expenses reasonably incurred prior to the effective date of termination.

### **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.

### **3.7. Liquidated Damages. [INTENTIONALLY DELETED].**

**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.

**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 such 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 person 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 person and \$ 3,448,710.00 in the aggregate;

**14.1.4. Commercial Automobile Liability** covering all owned, non-owned, and hired vehicles, with limits no less than \$517,306.00 per person and \$3,448,710.00 in the aggregate; and

**14.1.5. 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 \$3,448,710.00 for all claims arising out of a single accident or occurrence and at least \$517,306.00 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:

**14.1.5.1.** Be a separate policy with the named insured being: The City of Nixa, Missouri; and

**14.1.5.2.** Be with the same insurance company with which the Contractor carries its Commercial General Liability Insurance and Automotive Liability Insurance; and

**14.1.5.3.** 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.

**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 an A- Rating, Financial Size Category VII.

**14.2.2.** Provide that such insurance carriers give the City at least 30 days' prior written notice of cancellation or non-renewal, or material reduction in coverage. The Contractor shall be required to provide the City with an identical written notice within the same timeframe. Notwithstanding any provisions to the contrary, the Service Provider shall have new insurance policies in place that meet all requirements of this Paragraph 14 prior

to such cancellation, non-renewal, or reduction.

**14.2.3.** Be endorsed to provide a Waiver of Subrogation in favor of the City and its officials, employees, and agents, on all policies required by this Agreement.

**14.2.4.** Be endorsed to provide that such insurance is primary insurance and any similar insurance in the name of 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 insureds on the Commercial General Liability and Commercial Automobile Liability policies.

**14.2.6.** All underlying policies required by this Contract (e.g., Commercial General Liability, Automobile Liability, Employer's Liability) must be in place. An Umbrella or Excess Liability policy may be used to satisfy the total limit requirements for the underlying policies. Furthermore, any General Aggregate limit for a Commercial General Liability policy shall apply on a 'per-project' or 'per-location' basis by endorsement.

**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, except to the extent such liability is caused by the sole negligence 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.

**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);

**18.1.3.** Unit Price Schedule (Exhibit B); and

**18.1.4.** Design Plans (Exhibit C).

**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: [jroussell@nixa.com](mailto:jroussell@nixa.com)  
Attn: Jeff Roussell, Street Superintendent  
Dept: Public Works

To Contractor:

Name: KCI Construction Company  
Address: 1950 W. Sunset St., Springfield, MO 65807  
Phone: 417.370.0463  
Email: [cekstam@kciconstruction.com](mailto:cekstam@kciconstruction.com)  
Attn: Chase Ekstam, 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 Contractor 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 \$208,050.60 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. Prevailing Wage.** In compliance with sections 290.210 through 290.340 RSMo, all workers performing work under this Contract 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, as set out in the Wage Order. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City \$100.00 for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer’s estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the “prevailing rate of wages” or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a “prevailing hourly rate of wages” or the Public Works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

**34. 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).

**35. 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.

**36. Compliance with Anti-Discrimination against Israel Act.** Pursuant to Section 34.600 RSMo, if this Contract exceeds the amount of \$100,000 for Contractors with ten or more employees, Contractor, by executing this Contract, certifies 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; is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or is not currently engaged in and shall not for the duration of this contract, engage in a boycott of goods or services from persons or entities doing business in the state of Israel.

**[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

CONTRACTOR

Jimmy Liles, City Administrator

Authorized Signer

Date: \_\_\_\_\_

Date: 2/3/26

Gregg Scholtens

ATTEST:

Printed Name

VP of Operations

Title

Rebekka Coffey, City Clerk

Approved as to form:

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. I further certify that for the current fiscal year ending December 31, 2026, there is an unencumbered balance to the credit of such appropriation sufficient to pay the City's obligation for the current fiscal year, and that the appropriate accounting entries have been made. The City's obligations in subsequent fiscal years are subject to appropriation by the City Council.

Jennifer Evans, Director of Finance

CONTRACTOR VERIFICATION

State of Missouri )  
County of Greene ) ss.

On this 3 day of February, 2026, before me, the undersigned notary public, personally appeared Gregg Scholtens, personally known to me to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose as an authorized officer of the Contractor.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

SEAL



## EXHIBIT A SCOPE OF WORK

**Project Name:** Main St. Waterline Improvements (Tracker Rd. to Hwy CC) Project Number: 232009 (Shaffer & Hines).

**1. General Scope.** The Contractor shall provide all labor, materials, equipment, and supervision necessary to install water distribution improvements along Main St. from Tracker Rd. to Hwy CC in the City of Nixa, Missouri. The Work shall be performed in strict accordance with the "Waterline Distribution Plans" prepared by Shaffer & Hines (Exhibit D), which are attached hereto and incorporated by reference (the "Design Plans").

**2. Specific Work Items.** The scope of work includes, but is not limited to, the following major components as detailed in the Design Plans:

**2.1. Waterline Installation:** Installation of approximately 1,885 Linear Feet of 10-inch diameter Class 200 PVC waterline.

**2.2. Appurtenances:** Installation of all necessary fittings, including 10" x 10" x 6" tees, 45-degree bends, and reducers as required by field conditions.

**2.3. Valves & Hydrants:**

**2.3.1.** Installation of 10-inch and 6-inch gate valves with valve boxes.

**2.3.2.** Installation of Fire Hydrant Assemblies (Standard C-502), including 6-inch shoe, traffic models, and auxiliary gate valves.

**2.3.3.** Relocation of existing fire hydrants where indicated.

**2.4. Connections:**

**2.4.1.** Connection to existing water mains, including field verification of exact locations and sizes.

**2.4.2.** Installation of 1-inch diameter water service lines from the main to the meter for single-family residential lots.

**2.4.3.** Abandonment of existing water mains in place or removal within cut slopes as indicated.

**3. Execution & Technical Requirements.** All work must adhere to the "General Notes" and "Water Distribution Notes" contained within the Design Plans, including:

**3.1. Cover & Bedding:** Waterlines shall be installed with a minimum of 42 inches of cover. 3/4" clean crushed stone backfill must be used for the entire depth of the trench where lines are located under pavement.

**3.2. Separation:** A minimum of 18" vertical and 10' horizontal separation shall be maintained between water and sanitary sewer piping.

**3.3. Trace Wire:** All waterline must be installed with #12 solid coated copper tracer wire, with wire ends provided in the valve boxes.

**3.4. Thrust Restraint:** Concrete thrust blocks shall be provided on all bends and fittings in accordance with the Thrust Block Details provided in Sheet 3 of the Design Plans.

**3.5. Lead-Free Requirement:** All waterline components shall be lead-free, except for fire hydrants.

#### **4. Testing & Acceptance.**

**4.1. Disinfection & Testing:** The Contractor is responsible for disinfecting and testing all new waterlines in accordance with the City of Nixa's Technical Specifications and MDNR guidelines. This shall be done at the Contractor's expense.

**4.2. Coordination:** The Contractor must notify City personnel a minimum of 48 hours prior to proposed testing times.

**4.3. Isolation:** The new waterline shall remain isolated from the existing distribution system until approval is obtained from the City of Nixa.

#### **5. Site Coordination.**

**5.1.** The Contractor acknowledges that this project requires coordination with concurrent street construction and grading. The Contractor shall adjust waterline depth as necessary to provide adequate cover in consideration of finished grades.

**5.2.** The Contractor shall verify the location of all existing utilities prior to construction.

**EXHIBIT B  
UNIT PRICE SCHEDULE**

**Contractor:** KCI Construction Company.

**Project:** Main St. Waterline Improvements (Tracker Rd. to Hwy CC)

**NOTE:** The Unit Prices listed below are fully inclusive of all labor, materials, equipment, supervision, overhead, and profit necessary to complete the work in place. All labor rates incorporated into these Unit Prices must comply with the Missouri Prevailing Wage Order applicable to this Contract.

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Amount</b>
1810	WATER 10" GATE VALVES	EA	4	\$4,250.00	\$17,000.00
1820	WATER FIRE HYDRANT ASSEMBLIES	EA	2	\$9,200.00	\$18,400.00
1830	WATER RELOCATE EXISTING FIRE HYDRANT	EA	1	\$7,340.00	\$7,340.00
1840	WATER 10" PVC CLASS 200 WATERLINE (INCLUDES BENDS)	LF	2,087	\$77.00	\$160,699.00
1850	SEWER ADJUST EXISTING MANHOLE TO GRADE	EA	3	\$350.00	\$1,050.00
5001	Bonds & Insurance	LS	1	\$3,561.60	\$3,561.60
<b>TOTAL</b>	<b>SECTION TOTAL</b>				<b>\$208,050.60</b>