

CITY OF CAMDENTON

437 West U.S. Highway 54
Camdenton, MO 65020

573/346-3600 FAX 573/346-2926
Website: www.camdentoncity.com

NOTICE OF OPEN MEETING

DATE/TIME POSTED ON THE CITY HALL BULLETIN BOARD: **05/10/2019 @ 3:00 PM**

Notice is hereby given that the Camdenton Board of Aldermen will meet in Regular Session as follows:

**TENTATIVE AGENDA
SPECIAL SESSION
MAY 14, 2019 – 5:45 PM
CITY HALL – 437 WEST U.S. HIGHWAY 54**

***** Note: Please be courteous - your cell phone should be turned off or on a silent tone only*****

1. **CALL TO ORDER**
Invocation and Pledge of Allegiance to the Flag
2. **APPROVAL OF THE MINUTES - None**
3. **PUBLIC HEARINGS - None**
4. **PRESENTATIONS/CITIZENS PARTICIPATION** *(Under Citizens Participation -Citizens present and not otherwise listed on the Agenda are permitted an opportunity to address the Board of Aldermen)*
5. **CITY ADMINISTRATOR REPORT - None**
6. **REPORTS FROM DEPARTMENTS - None**
7. **RESOLUTIONS - None**
8. **BILLS REQUIRING SECOND AND FINAL READING - None**
9. **INTRODUCTION AND FIRST READING OF BILLS**
 - A. Bill No. 2782-19 – An Ordinance Authorizing the Mayor and City Clerk to Accept the Bid and Execute an Agreement with American Road Maintenance for Pavement Maintenance and Remarketing Runway 15/33 and Partial Parallel Taxiway at the Camdenton Memorial-Lake Regional referenced by Project Number 19-045B-1 Contingent upon Missouri Department of Transportation Concurrence
10. **UNFINISHED BUSINESS - None**
11. **NEW BUSINESS - None**
12. **MISCELLANEOUS BUSINESS - None**
13. **INVOICES/PAY REQUESTS PRESENTED FOR PAYMENT - None**
14. **CLOSED SESSION - None**
15. **ADJOURNMENT**

TO INCLUDE ALL OTHER MATTERS THAT MAY COME BEFORE THE BOARD FOR CONSIDERATION

Complete copies of Resolutions and Ordinances are posted at City Hall and our website at

www.camdentoncity.com/document_center (Board Agenda Packet) for review.

Accommodations will be made for persons with disabilities-contact the City Clerk 24 hours prior to meeting



May 9, 2019

Mr. J. Jeff Hancock, ICMA-CM
City of Camdenton
437 W. US Hwy 54
Camdenton, MO 65020

Dear Mr. Hancock:

Re: RECOMMENDATION OF AWARD
*Camdenton Memorial-Lake Regional Airport
Airfield Pavement Maintenance
MoDOT Project No. 19-045B-1 & AIR 196-045B-1
CMT Job No. 19048001.00*

We have reviewed the information on the bids received on May 8, 2019 for the above referenced project. Based upon our review of the bid proposals, the lowest responsible bidder is:

American Road Maintenance, Inc.
4554 E. Eco Industrial Place
Tucson, AZ 85756

As of this date, American Road Maintenance (ARM) is not debarred, suspended, or otherwise ineligible to participate in a project funded with federal money. The proposed DBE supplier is currently on the MRCC list and the proposed amount meets the required goal. Therefore, based upon the Tabulation of Bids, CMT recommends that the contract for the above referenced project, subject to issuance of a grant, be awarded to American Road Maintenance, Inc. in the amount of \$177,779.00.

We are submitting with this letter the Tabulation of Bids, Bid Proposal from ARM, including the DBE Participation Form and a copy of the ARM Bid Bond. Please send these documents along with the enclosed cover letter to MoDOT for their formal review. If you have any questions, do not hesitate to contact me at 314-571-9070 or by e-mail at bgarkie@cmtengr.com. I am also e-mailing you an electronic copy of the letter for you to send to MoDOT in case you would like to make changes.

Sincerely,
CRAWFORD, MURPHY & TILLY, INC.

A handwritten signature in black ink that reads "Brian Garkie".

Brian Garkie, P.E.
Project Manager

Enclosures: Cover Letter, Tabulation of Bids, Bid Proposal from ARM including DBE Participation Form, Bid Bond

CC: Mr. Andy Hanks, P.E. – MoDOT Aviation (PDF copy)

BILL NO. 2782-19

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT THE BID AND EXECUTE AN AGREEMENT WITH AMERICAN ROAD MAINTENANCE FOR PAVEMENT MAINTENANCE AND REMARKING RUNWAY 15/33 AND PARTIAL PARALLEL TAXIWAY AT THE CAMDENTON MEMORIAL-LAKE REGIONAL REFERENCED BY PROJECT NUMBER 19-045B-1 CONTINGENT UPON MISSOURI DEPARTMENT OF TRANSPORTATION CONCURRENCE

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CAMDENTON, MISSOURI AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to accept the bid and execute a Contract Agreement with American Road Maintenance for Pavement Maintenance and Remarketing Runway 15/33 and Partial Parallel Taxiway at the Camdenton Memorial-Lake Regional Airport referenced by Project Number 19-045B-1 contingent upon Missouri Department of Transportation concurrence. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. This Ordinance shall be in full force and in effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time this ____ day of May 2019.

Read the second time and passed and approved this ____ day of May 2019.

John D. McNabb, Mayor

ATTEST:

Renée Kingston, MRCC/CMC, City Clerk

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S RPR;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

Article 4 – Payment

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the RPR for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

Article 5 – Contract Time

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within thirty (30) Calendar Days of the commencement date stated within the Notice to Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

Article 6 – Liquidated Damages

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **Eight Hundred Dollars (\$800.00)** per day for each calendar day required in excess of the authorized Contract Time. Furthermore, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal amount per day listed in the below table for each calendar day each Phase exceeds the authorized Contract Time.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Entire Project Duration	\$800 per calendar day	30 Calendar Days
Phase 1	\$500 per calendar day	12 Calendar Days
Phase 2	\$250 per calendar day	10 Calendar Days
Phase 3	\$250 per calendar day	6 Calendar Days

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

Article 7 – CONTRACTOR’S Representations

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

Article 8 – CONTRACTOR’S Certifications

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. **Certification of Eligibility (29 CFR Part 5.5)**
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

- b. **Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The BIDDER certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

Article 9 – Miscellaneous

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or RPR;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Article 10 – OWNER’S Representative

The OWNER’S Representative, herein referred to as RPR, is defined as follows:

CRAWFORD, MURPHY & TILLY, INC.
ONE MEMORIAL DRIVE, SUITE 500
ST. LOUIS, MO 63102

Said RPR will act as the OWNER’S representative and shall assume all rights and authority assigned to the RPR as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed three (3) copies of this Agreement on the day and year first noted herein.

OWNER

CONTRACTOR

Name: CITY OF CAMDENTON

Name: AMERICAN ROAD MAINTENANCE, INC.

Address: 437 W. US HWY 54

Address: 4554 E. ECO INDUSTRIAL PLACE

CAMDENTON, MO 65020

TUCSON, AZ 85756

By: _____
Signature

By: _____
Signature

JOHN D. MCNABB
Print or Type Name

Print or Type Name

MAYOR
Title of Representative

Title of Representative

ATTEST:

ATTEST

By: _____
Signature

By: _____
Signature

RENÉE KINGSTON
Print or Type Name

Print or Type Name

CITY CLERK
Title

Title