



BALLWIN POLICE DEPARTMENT

MEMORANDUM

Date: April 18, 2016

To: Eric Hanson – City Administrator

From: Kevin B. Scott – Chief of Police

Subject: Police Department Gas Line Replacement

Mr. Hanson,

As you are aware the 2016 Ballwin Police Budget includes funding (\$10,000.00) to replace an aging natural gas line, which enters the police building from the west side, and travels underneath the holding facility and into the basement. Repairs have been made to this aging line in the past, but the overall condition of the underground portion is unknown. As a result, the prior police administration, in consultation with Building Systems, felt that replacement of this line was warranted. I have also had the opportunity to consult with Building Systems and concur with this course of action.

John Hoffman handled the formal bid process and is recommending that this project be awarded to the low bidder, DEKA Service, in the amount of \$7,845.00, including the installation of a seismic valve. This price is \$2,155.00 below the budgeted amount. We are respectfully requesting that the Ballwin Board of Aldermen award DEKA Service this contract.

If you have any questions, please feel free to contact me. Consideration in this matter is greatly appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read "Kevin B. Scott". The signature is stylized and written in cursive.

Kevin B. Scott
Chief of Police

Cc: John Hoffman – Building Systems

Memo

To: Kevin Scott, Chief of Police

From: John Hoffman, Deputy Director of Parks

Date: 4/14/2016

RE: Gas Line Replacement

Bids were opened today for the replacement of the gas line that currently runs under the jail cells and into the basement. As you may remember, last summer, this line developed a leak. We were able to repair the line outside the building, but we have no idea of the condition of the line under the building. Therefore, it was decided to replace it before a problem develops.

An ad was placed in the St. Louis Business Journal and an announcement was placed on the City's website as well as Prime Vendor, Dodge reports Missouri Bid Network, EPlan, CMD Group, ISQFT, and Blue Book Network. Bid packages were sent to four contractors. Three contractors visited the site, however, only two submitted bids.

The low bidder, DEKA Service also submitted a voluntary alternate quote of \$580 to install a seismic gas valve, which would automatically shut off the gas in the event of an earthquake. Even with this alternate, DEKA is still the low bidder and is under your budget number of \$10,000.

I recommend we award the contract to DEKA in the amount of \$7,845.00, which includes the seismic valve. DEKA has worked for the City in the past with positive results.

If you need any further information, please let me know.

CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement"), is made and entered into as of this 26th day of April, 2016, by and between DEKA Service, an HVAC contractor having a principal office at 1802 Larkin Williams Rd. Fenton, MO 63026 (the "Contractor"), and the City of Ballwin, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

RECITALS

- A. In response to RFP 16-25 of the City requesting bid proposals for a gas line replacement, the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the Work.
- B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor \$7,845.00, which includes the voluntary alternate of \$580 for the seismic gas valve.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** This Agreement shall consist of: (i) RFP 16-25 including, without limitation, the Notice to Contractors, the Instructions to Bidders, the General Conditions, the Plans and Specifications, the Bid Proposal form, the Bid Bond, the proposed City-Contractor Agreement, the Bidders Information Sheet form, and any Exhibits; (ii) Addenda numbered #1; (iii) the Bid Proposal of the Contractor dated _____, **2016** (the "Proposal"); (iv) the Payment, Performance and Guarantee Bond submitted by the Contractor; and (v) this City-Contractor Agreement and exhibits attached thereto (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).
2. **The Work.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed.
3. **Time of Completion.** Contractor shall commence work under this Agreement by May 10, 2016 and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.
4. **Acceptance and Payment.** When the Work has been fully completed in accordance with the Contract Documents, the City shall make a final inspection, and any defects arising out of said inspection shall be promptly remedied by the Contractor at no additional cost

to the City. Prior to and as a condition of final acceptance of the Work and the Project, the Contractor shall provide in cash or by certified check payable to the City of Ballwin maintenance security in the amount of ten percent (10%) of the final construction cost of the Project (the "Maintenance Security"). After final acceptance of the Work by the City, the City shall pay the Contractor the amounts required by the Contract Documents including any amounts held by the City as retainage, less any progress payments made previously and less any moneys which are due and payable to the City as liquidated damages. As a condition of any such final payment to be made by the City, the Contractor and any subcontractors shall file an Affidavit of Compliance with the prevailing wage laws with the Missouri Division of Labor Standards and Contractor and any subcontractors shall furnish proof of such filing acceptable to the City, and the Contractor agrees and consents to the use of the maintenance security by the City of Ballwin to make any necessary repairs to any portion of the Work.

5. **Guaranty.** The Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed at its own expense. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, the City may use (and the Contractor agrees and consents to such use) the Maintenance Security to make any necessary repairs to any portion of the Work. Upon expiration of the one (1) year guaranty period, the City shall return to the Contractor the amount of the Maintenance Security, less any amounts used by the City to make replacements in accordance with this paragraph.

6. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all applicable federal, state and municipal law requirements for performance under this Agreement including, without limitation, prevailing wage requirements for any work under this Agreement that may be governed by such requirements and any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable. The Contractor shall not pay less than the prevailing hourly wage rate of wages as enumerated in the prevailing wage determination included in the Contract Documents and attached hereto as Exhibit A, for all workers performing work under this Agreement. The Contractor shall forfeit as a penalty to the City the sum of ten dollars (\$10.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than such stipulated rates for any work done hereunder, by the Contractor or any subcontractor. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

7. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the Contract Documents.

8. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations

under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as deemed necessary or as directed by the City of Ballwin. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the Project site will be permitted only if adequate protective devices are provided and then only for the minimum time required for any specific job. Prior to entering, parking equipment or storing materials on private property the Contractor shall obtain written permission from the property owner. Prior to commencement of any work involving excavation, demolition of facilities or the erection of posts, it will be the sole responsibility of the Contractor to notify all utilities of the planned work and request that the utilities suitably mark underground installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the Project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

9. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

10. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

11. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

12. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR

CITY OF BALLWIN

Name

City Administrator

Address

Attested

City, State, Zip

Date

By: _____

COUNTERSIGNED

Title