

NOTICE OF OPEN MEETING

Posted 3 p.m. Tuesday, August 22, 2023

Notice is hereby given that the Neosho City Council will meet in special session on Thursday, August 24, 2023 at 9 a.m., in the Council Chambers at City Hall 203 East Main Street, Neosho, Missouri.

AGENDA SPECIAL SESSION NEOSHO CITY COUNCIL

The agenda of this meeting includes:

CALL TO ORDER

ROLL CALL

APPROVAL OF AGENDA

BIDS

1. Square Electric Project

NEW BUSINESS

1. Bill No. 2023-173: Square Electric Project

ADJOURN

REQUESTED COUNCIL MEETING DATE: August 24, 2023

ITEM: Square Electric Project

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. SWMO Electric Bid
 2. Project overview
 3. Bid Packet
-

PURPOSE:

The purpose of this item is to gain council acceptance of Southwest Missouri Electric's bid to provide electric service access to the north and west outside of the square.

BACKGROUND:

The city is wishing to bring electric access to the north and west sides of the square for events. Requests for bids were posted on the city's website, Notify Neoshe app and directly emailed to multiple vendors. The only bid received was from Southwest Missouri Electric in the amount of \$37,625.00.

RECOMMENDATION:

Staff recommends that the council accept Southwest Missouri Electric's bid for the square electric project.



SWMO Electric, LLC
 3199 Howard Bush Drive, Neosho, Missouri
 64850-9108 United States
 (417) 456-2064

Invoice 3596116
 Invoice Date 8/18/2023
 Payment Term Due Upon Receipt

Billing Address
 City Of Neosho
 203 East Main Street
 Neosho, MO 64850 USA

Job Address
 203 E Main St
 203 East Main Street
 Neosho, MO 64850 USA

Description of work

Square Electric Project Bid
 Start date: Sept 1st 2023
 End date: Sept 15th 2023
 (Start and completion date is negotiable)

Task #	Description	Quantity	Your Price	Total
Misc Install	The project being bid is to install 2" electrical conduit in the alleys from the designated power poles at the rear of the square businesses to the sidewalk on the square (see attached maps). The conduit must be at a minimum depth of 24". A 200-amp meter loop is to be installed on the power pole at the back of the alley. The riser should be sufficiently protected by bollards. On the sidewalk, a six-inch curb should be installed in front of the business and an electric box installed on that curb. The box will contain two 100-amp female plugs (city owned) to connect spider boxes. When not in use the plugs must be securable to be protected from tampering. The curb and box should not be more than 30 inches high.	1.00	\$37,625.00	\$37,625.00
Sub-Total				\$37,625.00
Tax				\$0.00
Total				\$37,625.00
Payment				\$0.00
Balance Due				\$37,625.00

Thank you for choosing SWMO Electric, LLC

BID FORM

Description: (To be completed by bidding party)

Install 2" conduit in alleys as specified per drawing, pictures, and maps provided by city of Newsha to provide power boxes containing city supplied plugs for spider boxes. This includes all labor, materials, etc. to complete project per NEC and City Code based on Scope of work defined in bidding Specifications.

(attach additional pages if needed)

Contract total meeting enclosed specifications:

Projected Completion Date: September 15, 2023

I certify that this bid on stated job meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: SWMD Electric, LLC

ADDRESS: 3199 Howard Bush Dr. Newsha, MD 64850

PHONE: 417-456-2064

EMAIL: swmdelectric@gmail.com

BY: David Forrest (owner)

Neosho, MO



Legend

Notes

Square Electric Project overview map



1: 1,127



187.9 0 93.94 187.9 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



City of Neosho

203 E. Main St.
Neosho, MO 64850
(417) 451-8050 phone
(417) 451-8065 fax
www.neoshomo.org

INSTRUCTIONS TO BIDDERS

The City of Neosho, Missouri will accept sealed bids until **Friday, August 4, 2023 at 10:00 a.m.** at the Receptionist Desk of City Hall, Attn: City Clerk, 203 East Main Street, Neosho, MO 64850.

The bid will be for the following:

Project: Square Electric Project

Please label the envelope: Square Electric Project Bid Opening August 4, 2023 @10:00 a.m.

Questions concerning the specifications and bid procedure should be directed to **Richard Leavens, Developmental Services Director**, at the follow address/phone: 417-451-8050, 203 E. Main St. Neosho, MO 64850.

All bids shall be F.O.B., Neosho, MO. All bids shall be exclusive of federal, state, and city taxes. Bids on this (these) unit(s) shall be made on forms furnished with these specifications. Additional information, specifications, deviations, and manufacturer's literature should be attached to bid forms. All bids should include the turnaround time in getting started on this project.

In section 605.040 of the City of Neosho code, it states that if a contractor performs work for the City a performance bond is required.

Section 605.040 Certain Insurance Policies, Etc., Required Before Issuance of Licenses for Plumbers, Electricians, Contractors, and Subcontractors is amended to read as follows:

“A. In addition to payment of the license fees required of plumbers, electricians and general and special contractors and subcontractors in Section 605.010, before a plumber's, electrician's or general or special subcontractor's license may be issued to any applicant, each applicant shall produce for the inspection and approval of the City Collector the following policies of insurance

together with receipts showing the premiums fully paid for the period for which the license is sought:

1. Bodily injury insurance liability coverage of twenty-five thousand dollars (\$25,000.00) per incident.
2. Property damage, twenty-five thousand dollars (\$25,000.00).
3. Bonding requirements.
 - a. If a contractor performs work within the City limits of Neosho, a license and permit bond, ten thousand dollars (\$10,000.00).
 - b. Unless otherwise provided, if a contractor performs work for the City of Neosho, the cost of which is estimated to exceed fifty thousand dollars (\$50,000.00), a performance bond running to the City, to the contract amount.

B. In addition to the requirements set forth above by this Section and the license fees required to be paid, each applicant for a plumber's license shall comply with all provisions of the Plumbing Code of the City.”

*City of Neosho Business License required

*W-9 Required

* Proof of Workers Compensation Coverage Provided w/ Bid

The City reserves the right to reject any or all bids and to accept the lowest or best bid. The City reserves the right to split bids, if in the best interest of the City.

Thank you,

David Kennedy
City Manager

BID SPECIFICATIONS:

Project Description: The City of Neosho is wanting to bring electrical service from the back of the businesses on the city square to a connection point on the sidewalk on the square. The project will provide connection points for “spider boxes” to power vendors during city events.

Scope: The project being bid is to install 2” electrical conduit in the alleys from the designated power poles at the rear of the square businesses to the sidewalk on the square (see attached maps). The conduit must be at a minimum depth of 24”.

A 200-amp meter loop is to be installed on the power pole at the back of the alley. The riser should be sufficiently protected by bollards.

On the sidewalk, a six-inch curb should be installed in front of the business and an electric box installed on that curb. The box will contain two 100-amp female plugs (city owned) to connect spider boxes. When not in use the plugs must be securable to be protected from tampering. The curb and box should not be more than 30 inches high.

Project must be done to city code (2018 electrical and building codes).

Repair to pavement must be done to city specifications and site cleared and cleaned on the job’s completion.

Please include a projected start and completion date for this project.

Site visits may be arranged by contacting: Richard Leavens, Development Services Director at (417) 451-8050 or at rleavens@neoshomo.gov .

BID FORM

Description: (To be completed by bidding party)

Contract total meeting enclosed specifications:

Projected Completion Date: _____

I certify that this bid on stated job meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

BY: _____

AFFIDAVIT of COMPLIANCE
Section 285.530.2

State of Missouri) ss

County of _____)

Now this ____ day of _____, 20__, the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.
2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of _____ (name of Corporation, LLC, sole proprietorship or partnership)
3. I am authorized to make this affidavit on behalf of _____. (name of business entity, same as above)
4. I state and affirm that _____ is enrolled and is (name of business entity, same as above) currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.
5. Further, _____ does not knowingly employ any person
(name of business entity, same as above)
who is an unauthorized alien.
6. Further, _____ has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in E-Verify.
7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of E-Verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief. _____

Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

Human Relations Director

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008

FURTHER THE AFFIANT SAYETH NOT

(Signature)

On this ____ day of _____ in the year 20____, before me, _____
____ a Notary Public in and for said State, personally appeared _____
____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/s
he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires

REQUESTED COUNCIL MEETING DATE: August 24, 2023

ITEM: Bill No. 2023-173: Square Electric Project

ORIGINATING DEPARTMENT: Development Services Department

ATTACHMENT:

1. Bill No. 2023-173 SWMO Electric RE square temp electric service
 2. Contract with SWMO Electric, LLC RE Square Temp Electric Service
 3. SWMO Electric Bid
 4. Project RFP-RFB
 5. Project overview
-

PURPOSE:

The purpose of this item is to gain the council's authorization for the mayor to sign a contract with Southwest Missouri Electric to install electric connection points near the north and southern west alley of the square.

BACKGROUND:

The city wants to provide electric connection points at various points on the square sidewalks to provide electric distribution for events on the square. The east side of the square was completed in 2022. This contract will complete the north and west sides of the square.

RECOMMENDATION:

Staff recommends that the council authorizes the mayor to sign the contract with SWMO Electric.

AN ORDINANCE authorizing the City of Neosho, Missouri, to enter into an Agreement with SWMO Electric, LLC, a Missouri limited liability company, for the purpose of providing electrical services; and authorizing the Mayor to execute the same by and on behalf of the City of Neosho.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, as follows:

Section 1. That the Agreement by and between the City of Neosho, Missouri, and SWMO Electric, LLC, a Missouri limited liability company, for the purpose of providing electrical services, a true and accurate copy of said Agreement being attached hereto and incorporated as Exhibit “A,” be and the same is hereby approved.

Section 2. That the Mayor of the City of Neosho, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Neosho.

Section 3. That this Ordinance shall be in full force and effect from and after its passage.

PASSED BY THE COUNCIL OF THE CITY OF NEOSHO, MISSOURI, this ____ day of _____, 2023, by a vote of _____.

Richard Davidson, Mayor

ATTEST:

Cheyenne Wright, City Clerk

APPROVED AS TO FORM:

Jordan L. Paul, City Attorney

AGREEMENT
FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2023, hereinafter referred to as “the Effective Date,” by and between the City of Neosho, Missouri, a Missouri Municipal Corporation, hereinafter referred to as “City,” and SWMO Electric, LLC, a Missouri Limited Liability Company, hereinafter referred to as “Contractor,” and with City and Contractor hereinafter referred to as “the Parties.”

WITNESSETH:

WHEREAS, City desires to engage a contractor for the purpose of constructing temporary electric service on the Neosho square, as described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, Contractor desires to be engaged as City’s contractor for the purpose of constructing temporary electric service on the Neosho square, as described in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B; and

WHEREAS, City has selected Contractor as the lowest and best bidder based on full consideration of all factors, preferences, and conditions deemed applicable by City.

NOW, THEREFORE, in exchange for valuable consideration each received from the other, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Manner and Time for Completion. Contractor agrees to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform, and to perform said work at Contractor’s own expense in accordance with the Contract Documents and any applicable City ordinances and state and federal laws within thirty (30) calendar days from the date Contractor is ordered to proceed, which order shall be issued by the City Manager or his designee within thirty (30) days after the Effective Date of this Agreement.

2. Scope of Work. Contractor agrees to diligently perform in a professional and workmanlike manner the construction services described in City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit A, and in Contractor’s Response to City’s Request for Proposal, attached hereto and incorporated by reference as Exhibit B. Specifically, Contractor agrees to construct temporary electric service on the Neosho square.

3. Payment. City will pay Contractor as set forth herein, which shall constitute full and complete compensation for Contractor’s work. City will pay Contractor Thirty Seven Thousand Six Hundred Twenty Five and 00/100 Dollars (\$37,625.00) – the full amount of this contract – as follows. Contractor will be paid \$18,812.50 – 50% of this contract – within thirty (30) days of the Effective Date and \$18,812.50 – 50% of this contract – within thirty (30) days of completion of the project.

4. Amendments. The covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments, or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement.

5. Assignment. This Agreement, including payment hereunder, shall not be sub-let, assigned, or otherwise disposed of, except with the prior written consent of City.

6. Attorney's Fees and Expenses. If City files suit in order to enforce any term of this Agreement and is the prevailing party, Contractor shall be liable for City's reasonable attorney's fees and expenses. In no event shall City be liable for Contractor's reasonable attorney's fees and expenses.

7. Choice of Law and Venue. This Agreement has been made, and its validity, performance and effect shall be determined, in accordance with the laws of the State of Missouri and venue for litigation between the parties shall be solely and exclusively in Newton County, Missouri.

8. Compliance with laws. Contractor shall observe and comply with all Federal, State, and local laws and ordinances that affect those employed or engaged by it on the project, or the material or equipment used, or the conduct of the work, and shall procure all necessary licenses, permits, and insurance.

9. Consequential Damages. In no event shall City be liable to Contractor for special, indirect, or consequential damages.

10. Contract Documents. The contract documents shall consist of the following: this Agreement, City's Request for Proposal, and Contractor's Response to City's Request for Proposal. In the event of conflict between the contract documents, this Agreement will prevail. In the event of conflict between City's Request for Proposal and Contractor's Response to City's Request for Proposal, City's Request for Proposal will prevail.

11. Entire Agreement. This Agreement (including any Exhibits) contains the entire understanding of the parties with respect to the subject matter hereof. It may not be altered or amended except by an agreement in writing signed by both parties.

12. Ethics. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, gift, or contingent fee.

13. Guards and Lights. Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

14. Headings. The headings of paragraphs in this Agreement are for convenience only. The headings form no part of this Agreement and shall not affect its interpretation.

15. Indemnification. To the fullest extent permitted by law, Contractor agrees to defend with counsel selected by City, and indemnify and hold harmless City, its officers, engineers, representatives, agents, and employees from and against any and all liabilities, damages, losses, claims, or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by City or others, arising from breach or enforcement of this Agreement or out of services and operations negligently performed hereunder by Contractor, or claims relating thereto, and including but not limited to City's reliance on or use of the services or products provided by Contractor under the terms of this agreement. Contractor shall not be liable for any loss or damage attributable solely to the negligence of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Payment set forth in this Agreement.

16. Independent Contractor. This Agreement does not create an employer-employee relationship between the parties. Contractor is an independent contractor and is not entitled to any benefits including health, dental, vision, disability, life, and unemployment insurance, worker's compensation coverage, and LAGERS. Contractor is an independent contractor and not an employee for all purposes including the application of the Fair Labor Standards Act Minimum Wage and Overtime Payments, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, and the provisions of the Internal Revenue Code, Missouri Revenue and Taxation Laws, and Missouri's Worker Compensation Laws and Unemployment Insurance Laws. Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities.

17. Insurance. Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Agreement, insurance of such types, including but not limited to Worker's Compensation Insurance, Commercial General Liability Insurance, and Automobile Liability Insurance, and in such amounts as may be necessary to protect it against all hazards or risks of loss as hereunder specified or which may arise out of the performance of this Agreement, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>). The foregoing shall not be construed as a waiver of sovereign immunity.

18. Intellectual Property. Contractor shall provide City with copies of all documents pertinent to the Scope of Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of Contractor created in performance of or relating to this Agreement. Contractor agrees to take all steps reasonably requested by City to evidence, maintain, and defend City's ownership rights in the Work Product.

19. Liquidated Damages. Time is of the essence of this Agreement. If Contractor shall

neglect, fail, or refuse to complete its work by the date specified, then Contractor does hereby agree, as part of the consideration for the award of this Agreement, to pay to City, as liquidated damages and not as penalty, the sum of \$500.00 per day for each calendar day beyond the specified completion date the Contractor fails to complete the work. The Parties agree to this arrangement due to the impracticability and difficulty in ascertaining the true value of the damages the City will incur as a result of such delay, and said sum per day is agreed to be a reasonable estimate of the amount of such damages which City will sustain. The Parties further agree that such liquidated damages shall be deducted from any amounts owing to Contractor, and if such amounts owing are insufficient, the Contractor shall pay to City the amount of the difference.

20. Non-Appropriation. Notwithstanding any provision herein to the contrary, City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during City's then current fiscal year at the discretion of City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

21. Non-Discrimination. Contractor agrees in the performance of this Agreement 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.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by first class mail addressed to City and Contractor at the addresses as follows:

City of Neosho, Missouri
ATTN: David Kennedy
203 E. Main St.
Neosho, MO 64850

SWMO Electric, LLC
ATTN: David Forrest
3199 Howard Bush Dr
Neosho, MO 64850

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.

23. Payment for Labor and Materials. Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

24. Payment Bond. Intentionally omitted.

25. Performance Bond. Intentionally omitted.

26. Prevailing Wages. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of

wages” for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

27. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

28. Representations. The signatories hereto represent and warrant that they have read this Agreement, that they are fully authorized in the capacities shown, that they understand the terms of this Agreement, and that they are executing the same voluntarily and solely for the consideration described herein.

29. Right to Proceed. In the event this contract is terminated, then 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.

30. Safety Training. Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program provided by Contractor which includes a course in construction safety and health approved by OSHA or a similar program approved by MoDOLIR which is at least as stringent as an approved OSHA program, as required under Subsection 292.675.2 RSMo. All employees are required to complete the program within sixty days of beginning work under this Agreement. Contractor shall also require all subcontractors under Contractor to provide the ten-hour training program required under Subsection 292.675.2 RSMo. to such subcontractors’ on-site employees. On-site employees who have previously completed such ten-hour training program must hold documentation of prior completion of the program.

31. Severability. If any of the provisions of this Agreement shall be construed to be invalid or illegal, the legality or validity of the other provisions of this Agreement shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable and any other provisions shall remain in full force and effect.

32. Subcontractors. Contractor shall be as fully responsible to 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 work, 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 City may exercise over Contractor under any provisions of this Agreement. Nothing contained in this Agreement shall create any contractual relation between the subcontractor and City or between any subcontractors.

33. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

34. Termination. City reserves the right to terminate this contract by giving at least five (5) days prior written notice to Contractor, without prejudice to any other rights or remedies of City, should Contractor be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly fail or refuse to supply enough properly skilled workmen or proper material, or if Contractor should fail or refuse to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of City or fail to observe or perform any provisions of the contract. City may terminate this Agreement, without cause, by giving Contractor thirty (30) days' written notice of the same.

35. Unauthorized Aliens. That pursuant to Missouri Revised Statute Sections 285.525 through 285.555, 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. Waiver. Waiver of any provision of this Agreement or breach of this Agreement shall not thereafter be deemed to be a consent by the waiving party to any further waiver, modification or breach by the other party, whether new or continuing, of the same or any other covenant, condition or provision of this Agreement. Failure by one of the parties to this Agreement to assert its rights for any breach of this Agreement shall not be deemed a waiver of such rights.

37. Warranty. In addition to any other warranties in this Agreement, Contractor warrants that work performed under this Agreement conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period

of 2 years from the date of final acceptance of the work. Contractor shall remedy at Contractor's expense any failure to conform or any defect. In addition, Contractor shall remedy at Contractor's expense any damage to City's real or personal property, when that damage is the result of: (1) Contractor's failure to conform to contract requirements; or (2) any defect of equipment, material, workmanship, or design furnished by Contractor. Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. Contractor's warranty with respect to work repaired or replaced will run for 2 years from the date of repair or replacement. City will notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. If Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, City shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at Contractor's expense. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, Contractor shall: (1) obtain all warranties that would be given in normal commercial practice; (2) require all warranties to be executed, in writing, for the benefit of City, as directed by City; and (3) enforce all warranties for the benefit of City. This warranty shall not limit City's rights with respect to latent defects, gross mistakes, or fraud.

IN WITNESS WHEREOF, the Parties have caused these presents to be executed in duplicate as of the day and year first above written.

CITY OF NEOSHO, MISSOURI

SWMO ELECTRIC, LLC

Richard Davidson, Mayor

David Forrest, authorized signatory

ATTEST:

Cheyenne Wright, City Clerk



SWMO Electric, LLC
 3199 Howard Bush Drive, Neosho, Missouri
 64850-9108 United States
 (417) 456-2064

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 Neosho, MO 64850 USA

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Square Electric Project Bid
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 (Start and completion date is negotiable)

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Payment				\$0.00
Balance Due				\$37,625.00

Thank you for choosing SWMO Electric, LLC

BID FORM

Description: (To be completed by bidding party)

Install 2" conduit in alleys as specified per drawing, pictures, and maps provided by city of Newsha to provide power boxes containing city supplied plugs for spider boxes. This includes all labor, materials, etc. to complete project per NEC and City Code based on Scope of work defined in bidding Specifications.

(attach additional pages if needed)

Contract total meeting enclosed specifications:

Projected Completion Date: September 15, 2023

I certify that this bid on stated job meets or exceeds the bid specifications (unless otherwise noted).

COMPANY: SWMD Electric, LLC

ADDRESS: 3199 Howard Bush Dr. Newsha, MD 64850

PHONE: 417-456-2064

EMAIL: swmdelectric@gmail.com

BY: David Forrest (owner)

Project: SQUARE ELECTRIC PROJECT

Project Description: The City of Neosho is wanting to bring electrical service from the back of the businesses on the city square to a connection point on the sidewalk on the square. The project will provide connection points for “spider boxes” to power vendors during city events.

Scope: The project being bid is to install 2” electrical conduit in the alleys from the designated power poles at the rear of the square businesses to the sidewalk on the square (see attached maps). The conduit must be at a minimum depth of 24”.

A 200-amp meter loop is to be installed on the power pole at the back of the alley. The riser should be sufficiently protected by bollards.

On the sidewalk, a six-inch curb should be installed in front of the business and an electric box installed on that curb. The box will contain two 100-amp female plugs (city owned) to connect spider boxes. When not in use the plugs must be securable to be protected from tampering. The curb and box should not be more than 30 inches high.

Repair to pavement must be done to city specifications and site cleared and cleaned on the job’s completion.

Site visits may be arranged by contacting:

Neosho, MO



Legend

Notes

Square Electric Project overview map



1: 1,127



187.9 0 93.94 187.9 Feet

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION



SWMO Electric, LLC
 3199 Howard Bush Drive, Neosho, Missouri
 64850-9108 United States
 (417) 456-2064

Invoice 3596116
 Invoice Date 8/18/2023
 Payment Term Due Upon Receipt

Billing Address
 City Of Neosho
 203 East Main Street
 Neosho, MO 64850 USA

Job Address
 203 E Main St
 203 East Main Street
 Neosho, MO 64850 USA

Description of work

Square Electric Project Bid
 Start date: Sept 1st 2023
 End date: Sept 15th 2023
 (Start and completion date is negotiable)

Task #	Description	Quantity	Your Price	Total
Misc Install	The project being bid is to install 2" electrical conduit in the alleys from the designated power poles at the rear of the square businesses to the sidewalk on the square (see attached maps). The conduit must be at a minimum depth of 24". A 200-amp meter loop is to be installed on the power pole at the back of the alley. The riser should be sufficiently protected by bollards. On the sidewalk, a six-inch curb should be installed in front of the business and an electric box installed on that curb. The box will contain two 100-amp female plugs (city owned) to connect spider boxes. When not in use the plugs must be securable to be protected from tampering. The curb and box should not be more than 30 inches high.	1.00	\$37,625.00	\$37,625.00

Sub-Total	\$37,625.00
Tax	\$0.00
Total	\$37,625.00
Payment	\$0.00
Balance Due	\$37,625.00

Thank you for choosing SWMO Electric, LLC

BID FORM

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