



Board of Alderman Request for Action

MEETING DATE: 2/15/2022

DEPARTMENT: Parks and Recreation

AGENDA ITEM: Resolution 1020 – Change Order No.1 to Campground Electrical Upgrade to Mr. Electric

REQUESTED BOARD ACTION:

A motion to approve Resolution 1020 – Change Order No.1 to Campground Electrical Upgrade bid with Mr. Electric.

SUMMARY:

The City received four bids in July of 2021 for project #21-16 Campground Electrical Upgrade. On July 19, 2021, the Board awarded the contract to Mr. Electric in an amount of \$63,020.83, not to exceed \$75,000.

Completion of electrical upgrades at the campground was identified as a need. Earlier in the summer of 2021, the Board reviewed use of additional fund balance available due to transfer of CARES fund reimbursement for public safety costs. At that time it was determined to use \$75,000 of those funds to complete this project. The work is being addressed on the northwest main breaker to accommodate the remaining 31 non-upgraded campsites to 50-amp, 30-amp, 20-amp capacity.

The bid was awarded four months before the project was to begin on November 1, due to the supply chain delay on electrical panels. From when the bid was awarded to the start of the project, the cost in other supplies needed for the project increased. This was an unforeseen issue that couldn't be planned for. The overall pricing for conduit, wire and pedestals increased to \$10,300. The total cost of the work is now \$73,320.83. This is still within the \$75,000 budgeted for the project.

PREVIOUS ACTION:

Board Awarded the contract to Mr. Electric on July 19, 2021

POLICY OBJECTIVE:

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FINANCIAL CONSIDERATIONS:

CARES fund reimbursement for public safety costs

ATTACHMENTS:

☐ Ordinance

☒ Resolution

☐ Contract

☐ Plans

- ☐ Staff Report
- ☒ Other: Invoice

☐ Minutes

RESOLUTION 1020

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 TO BID 21-16 CAMPGROUND ELECTRICAL UPGRADE TO MR. ELECTRIC

WHEREAS, on July 19, 2021, the Board approved Resolution 941 awarding bid 21-19 Campground Electrical Upgrade to Mr. Electric in the amount of \$63,020, not to exceed \$75,000; and

WHEREAS, the FY2022 Budget includes CARES fund reimbursement for public safety costs to increase electrical capacity at Smith's Fork Campground; and

WHEREAS, the overall pricing for conduit, wire and pedestals increased by \$10,300 due supply chain and inflationary increases.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SMITHVILLE, MISSOURI:

THAT Change Order No. 1 be approved to bid 21-16 Campground Electrical Upgrade to Mr. Electric in the amount of \$10,300.

PASSED AND ADOPTED by the Mayor and Board of Aldermen this 15th day of February 2022.

Damien Boley, Mayor

ATTEST:

Linda Drummond, City Clerk



Mr. Electric
201 S Commercial Ave
Smithville, MO 64089
Phone (816) 532-4441

Invoice 61886320
Invoice Date 7/8/2021
Completed Date
Technicians Billy Muessig
Blake M
Deborah Muessig
Ethan O
Jason King
Shawn W

Billing Address
Smith Fork Campground
1601 DD Highway
Smithville, MO 64089 USA

Customer PO
Job Address
Smith Fork Campground
1601 DD Highway
Smithville, MO 64089 USA

Description of Work

Smith's Fork Park 31 pedestals

Task #	Description	Quantity	Your Price	Your Total
991010	RFP Base Price	1.00	\$63,020.83	\$63,020.83
991010	Increase in overall pricing for conduit, wire, and pedestals	1.00	\$10,300.00	\$10,300.00
Trim	Billing at 80% completion rate - 20% remains to complete the job 29 / 31 pedestals installed and wired up Waiting on 400 amp panel - est. arrival is 2/8/22	1.00	\$-14,664.17	\$-14,664.17
Potential Savings				\$0.00
Sub-Total				\$58,656.66
Tax				\$0.00
Total Due				\$58,656.66
Balance Due				\$58,656.66

Thank you again for choosing Mr. Electric!

IMPORTANT NOTICE: You and your contractor are responsible for meeting the Terms and Conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose legal ownership rights to your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW. YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT. I agree that initial price quoted prior to the start of work does not include any additional or unforeseen tasks. Nor materials which may be found to be necessary to complete repairs or replacements. I also agree to hold Mr. Electric® or its assigns harmless for parts deemed corroded, unusable or unreliable for completion of stated work to be done. I hereby authorize Mr. Electric to perform proposed work and agree to all agreement conditions as displayed and further acknowledge that this invoice is due upon receipt. A monthly service charge, at maximum allowed by law, will be added after 10 days. Independently owned and operated franchise. Amount to Authorize: \$58,656.66

Acceptance of work performed: I find the service and materials performed & installed have been completed in accordance with this agreement. I agree to pay reasonable attorney fees, collection fees and court costs in the event of legal action pursuant to collection of amount due. Total Due: \$58,656.66

TERMS AND CONDITIONS

It is agreed that Mr. Electric® is not responsible for the following: 1. Damage caused to the customer's property as a result of obtaining access to and exposing wiring and electrical systems. 2. Additional electrical work beyond that specifically mentioned in this estimate and proposal including, but not limited to, that which may be required because of pre-existing electrical code violations or additional work revealed to be necessary as a result of performing the specified work. 3. Any repairs, installation, removal or replacement of non-electrical items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.

LIMITED SERVICE WARRANTY Mr. Electric warrants, to the extent stated herein, electrical service or repair furnished by it. The stated period of warranty commences upon installation or repair of wiring or electrical system. Purchaser understands that Mr. Electric's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of electrical system which fails during the agreed upon warranty period. This warranty gives you specific legal rights. You may also have other rights, which vary from state to state.

NOTICE TO OWNER This contractor is registered to do business in the state in which this work is performed. (See registration number on the front side of this contract.) Where required, this contractor has posted with the State all necessary bonds or cash deposits for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier of materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be lien-ed to force payment. If you wish additional protection, you may request the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you with further information about lien release documents if you request it. General information is also available from the licensing board in your state. Each State's requirements for terms and conditions may vary for service or installation work as it pertains to limited warranties, notice to owner regarding liens, etc. Inquire with your contractor for any state specific conditions.

CALIFORNIA RESIDENTS ONLY NOTICE TO OWNER

"Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid. To preserve their rights to file a claim or lien against your property, certain claimants such as subcontractors or material suppliers are each required to provide you with a document called a 'Preliminary Notice.' Contractors and laborers who contract with owners directly do not have to provide such notice since you are aware of their existence as an owner. A preliminary notice is not a lien against your property. Its purpose is to notify you of persons or entities that may have a right to file a lien against your property if they are not paid. In order to perfect their lien rights, a contractor, subcontractor, supplier, or laborer must file a mechanics' lien with the county recorder which then becomes a recorded lien against your property. Generally, the maximum time allowed for filing a mechanics' lien against your property is 90 days after substantial completion of your project. To insure extra protection for yourself and your property, you may wish to take one or more of the following steps: (1) Require that your contractor supply you with a payment and performance bond (not a license bond), which provides that the bonding company will either complete the project or pay damages up to the amount of the bond. This payment and performance bond as well as a copy of the construction contract should be filed with the county recorder for your further protection. The payment and performance bond will usually cost from 1 to 5 percent of the contract amount depending on the contractor's bonding ability. If a contractor cannot obtain such bonding, it may indicate his or her financial incapacity. (2) Require that payments be made directly to subcontractors and material suppliers through a joint control. Funding services may be available, for a fee, in your area which will establish voucher or other means of payment to your contractor. These services may also provide you with lien waivers and other forms of protection. Any joint control agreement should include the addendum approved by the registrar. (3) Issue joint checks for payment, made out to both your contractor and subcontractors or material suppliers involved in the project. The joint checks should be made payable to the persons or entities which send preliminary notices to you. Those persons or entities have indicated that they may have lien rights on your property, therefore you need to protect yourself. This will help to insure that all persons due payment are actually paid.

(4) Upon making payment on any completed phase of the project, and before making any further payments, require your contractor to provide you with unconditional 'Waiver and Release' forms signed by each material supplier, subcontractor, and laborer involved in that portion of the work for which payment was made. The statutory lien releases are set forth in exact language in Section 3262 of the Civil Code. Most stationery stores will sell the 'Waiver and Release' forms if your contractor does not have them. The material suppliers, subcontractors, and laborers that you obtain releases from are those persons or entities who have filed preliminary notices with you. If you are not certain of the material suppliers, subcontractors, and laborers working on your project, you may obtain a list from your contractor. On projects involving improvements to a single-family residence or a duplex owned by the individuals, the person signing these releases loses the right to file a mechanics' lien claim against your property. In other types of construction, this protection may still be important, but may not be as complete. To protect yourself under this option, you must be certain that all material suppliers, subcontractors, and laborers have signed the 'Waiver and Release' form. If a mechanics' lien has been filed against your property, it can only be voluntarily released by a recorded 'Release of Mechanics' Lien' signed by the person or entity that filed the mechanics' lien against your property unless the lawsuit to enforce the lien was not timely filed. You should not make any final payments until any and all such liens are removed. You should consult an attorney if a lien is filed against your property."

TEXAS RESIDENTS ONLY NOTICE TO OWNER

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, TX 78711, 1-800-803-9202, 512-463-6599; website: www.license.state.tx.us/complaints