Brian Bingle
City Administrator
P.O. Box 395
Nixa, MO 65714
bbingle@nixa.com
(417) 725-3785

October 5, 2016

TO: City Council
FROM: Brian Bingle, C.A.

Subject: City of Nixa individual change order with Journagan Construction for Bob's Easy Stop drive way replacement

---

Following the installation of Bob's Easy Stop's north curb cut, it became quite obvious that it would not support large trailers from accessing or leaving the property without dragging the trailer's tongue. There is a picture included with this memo showing the curb cuts configuration. The driveway's grade difference from the east and west side of the installed sidewalk making connection to Main Street was too drastically steep.

Journagan's Construction has agreed to take out the installed driveway and replace it with one with a much gentler slope for **$22,492.14**. Staff recommends Council accept this proposal which is based solely on material cost and labor originally agreed to in the Tracker/Main Street construction project.

The property owner is giving to the City permission to access more of their property to accommodate this improvement. The additional property used for the driveway's installation will remain private property. As is, the driveway would have an immediate negative impact on the business's ability to attract customers towing trailers.

Attachment:

1) Journagan Construction Driveway Replacement Proposal
2) Shaffer & Hines Driveway Sketch
3) Property Owner Permission
4) Driveway Pictures

Sinclair
Sinclair
BOB'S
STOP

Sinclair
Sinclair
BOB'S
F.E.E.Z.Z.Z
STOP

Brian Bingle

From: Carol Gallaher <carol@gallaherinsurance.com>
Sent: Tuesday, September 27, 2016 4:43 PM
To: Brian Bingle
Cc: Carol Gallaher
Subject: RE: Bob's Ez Stop

Brian,

I authorize the City of Nixa to do any construction and repairs necessary to correct the entrances to Bob's EZ Stop. The entrances should be level and not cause a hardship to customers with trailers and low riding vehicles.

Thank you,
Carol Gallaher
573-473-4084

From: Carol Gallaher
Sent: Monday, September 26, 2016 5:10 PM
To: 'bbingle@nixa.com' <bbingle@nixa.com>
Subject: Bob's Ez Stop

Hello Brian,

I'm the Director/trustee of Stoddard Properties. Gerald explained what has happened and I appreciate any help you can give us. We need to change the course of the construction so that our business can continue to operate and customers can continue to come into our store.

What can I do to expedite fixing this problem?

Thank you,

Carol Gallaher
Stoddard Properties LLC

Gallaher INSURANCE GROUP

Carol Gallaher
Personal Lines Manager
Gallaher Insurance Group | 110 N Coal, PO Box 798, Mexico, MO 65265
Direct: 573-581-8331 Ext.1400 | Fax: 573-581-8372
WEBSITE VCARD EMAIL

JOURNAGAN Construction / Aggregates

3003 E. Chestnut Expressway, Suite 1200 Springfield, MO 65802 417-869-7222 Fax 417-869-7421

PROPOSAL

Attn:			Estimate No.	15466bez
Proposal Submitted To: City of Nixa - Attn Danny Newell	Phone 725-2353	Fax	Other	Bid Date 9 / 27 / 16
Street P.O. Box 395/1111 W. Kathryn St	Job Name Concrete Apron at Bob's EZ Stop			
City, State, & Zip Code Nixa, Mo., 65714	Job Location Main Street, Nixa, Mo			
E-Mail	Architect	Date of Plans	*Addendums Acknowledged*	

WORK TO INCLUDE:

	Quantity	Units	Unit Price	Total
• *Excavation and regrading of new concrete apron and concrete curb and gutter*	*85.7*	*Sy*	*$11.91*	*$1,020.69*
• *Replace north entrance concrete apron*	*85.7*	*Sy*	*$60.55*	*$5,189.14*
• *Replace concrete curb and gutter*	*74.9*	*Sy*	*$16.26*	*$1,217.87*
• *Additional concrete apron extending east to exising fuel islands*	*207.9*	*Sy*	*$60.55*	*$12,588.35*
• *Excavation and regrading of existing concrete and asphalt*	*207.9*	*Sy*	*$11.91*	*$2,476.09*

This Proposal is valid through October 15, 2016. See Item 1 in the Terms & Conditions
Paving operations will shutdown Dec. 15 to March 1. See Item 2 in the Terms & Conditions.

WORK DOES NOT INCLUDE:

- striping / signs
- asphalt sealing
- curb/pavement backfill
- bumper blocks
- removals
- undergrading soft areas
- herbicide treatments
- survey / staking
- utility relocations
- testing
- permits

We Propose hereby to furnish material & labor - complete in accordance with above description of work for the sum of:

TERMS AND CONDITIONS FOR PROPOSAL

1. As a petroleum-derived product, liquid asphalt prices and availability are directly affected by the price of crude oil. Given the volatility of crude oil pricing and availability, Journagan cannot accept the responsibility of crude availability or escalating price increase from the supplier beyond the expiration date stated above. By accepting this proposal you agree that if liquid asphalt is not available or subject to inordinate price increases from the liquid supplier, such an event shall constitute force majeure, entitling either party to terminate the contract or negotiate a mutually acceptable change order for cost and time of performance.

2. A period of planned winter shutdown of paving operations will occur December 15 to March 1. Asphalt paving work performed during this time frame will require a mutually acceptable agreement between owner and contractor in regards to specifications, warranty, or cost.

3. Owner/Contractor agrees that the scope of Journagan's work will be limited to that specifically stated in the Proposal. Journagan

will have no responsibility for furnishing labor or material for work beyond the specified scope unless a separate agreement in writing is entered into.

4. Owner/Contractor represents that the contract documents furnished to Journagan for purposes of submitting its Proposal are accurate and complete and represent all of the applicable contract requirements for the proposed scope of work.

5. This Proposal is good for ten (10) days from the date submitted and may be withdrawn by Journagan if not accepted in that time.

6. Journagan reserves the right to withdraw or amend this Proposal if it is determined that there is a mistake in either the scope of work or the price that is quoted. In the event that Journagan discovers such a mistake, it will notify the Owner/Contractor promptly. If the Owner/Contractor is notified before the Proposal is accepted, Journagan will have the right to correct the mistake and submit an amended Proposal to Owner/Contractor, in which event Journagan will only be bound by the terms of the amended Proposal, if that amended Proposal is accepted.

7. If applicable, Owner/Contractor agrees that all other work required to be completed before the work set forth in the Proposal will be done prior to Journagan's work so as not to delay the completion of Journagan's work. Owner/Contractor further agrees, if applicable and if within the scope of work of the Owner/Contractor or another Subcontractor, to provide a proper and acceptable subgrade in a timely manner so as not to delay Journagan's work. It is further understood and agreed that Journagan will not be responsible for maintaining subgrade that is not provided to it timely or in a manner that is acceptable for the work.

8. If the Proposal is accepted, payment will be due to Journagan within ten (10) days from the date of invoices submitted by Journagan. A finance charge of 1.5% per month will be charged on all unpaid balances after thirty (30) days from the date of the invoice. In addition, the provisions of the Missouri Prompt Payment Law set forth at RSMo § 431.180 apply to this Proposal.

9. This line intentionally left blank.

10. Owner/Contractor agrees that no change in the work will be required unless Journagan agrees to such changes in the work and agrees in writing to extra compensation and an extension of time in which to perform the additional work.

11. In the event of any dispute arising out of this Proposal or contract entered into between Owner/Contractor and Journagan, the prevailing party may recover its reasonable attorneys' fees and costs incurred as a result of said dispute or any default or breach. Any litigation arising under this proposal or the work performed there under shall be brought in the Circuit Court of Greene County, Missouri.

12. All materials are guaranteed to be as specified. All work will be completed by Journagan in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimated cost. All agreements are contingent upon strikes, accidents, delays or other events that are beyond the control of Journagan and in such event, Journagan will not be required to perform pursuant to this Proposal.

13. Journagan requires Owner/Contractor to carry fire, tornado and other necessary insurance. Journagan's workers are covered by workmen's compensation insurance and certificate of insurance will be furnished, upon request, showing the Owner/Contractor as an Additional Insured.

14. Owner/Contractor, by accepting the Proposal and signing the Proposal form, acknowledges that he has made the Owner aware of the Proposal with Journagan and that the Owner herby authorizes the work to be performed within this Contract and the person signing this Contract on behalf of Owner/Contractor is authorized to execute the Proposal form.

15. This proposal with terms and conditions shall become a integral part of any subcontract agreement.

16. Notice to Owner:

Failure of this Contractor to pay those persons supplying material or services to complete this Contract can result in the filing of a Mechanic's Lien on the Property which is the subject of this Contract pursuant to Chapter 429 RSMo. To avoid this result you may ask this Contractor for "Lien Waivers" from all persons supplying material or services for the work described in this Contract. Failure to secure Lien Waivers may result in your paying for labor and material twice.

Concrete Apron at Bob's EZ Stop

Main Street, Nixa, Mo

By signing this proposal owner agrees with the terms and conditions stated herein.

Accepted: _____

Flint Wendland

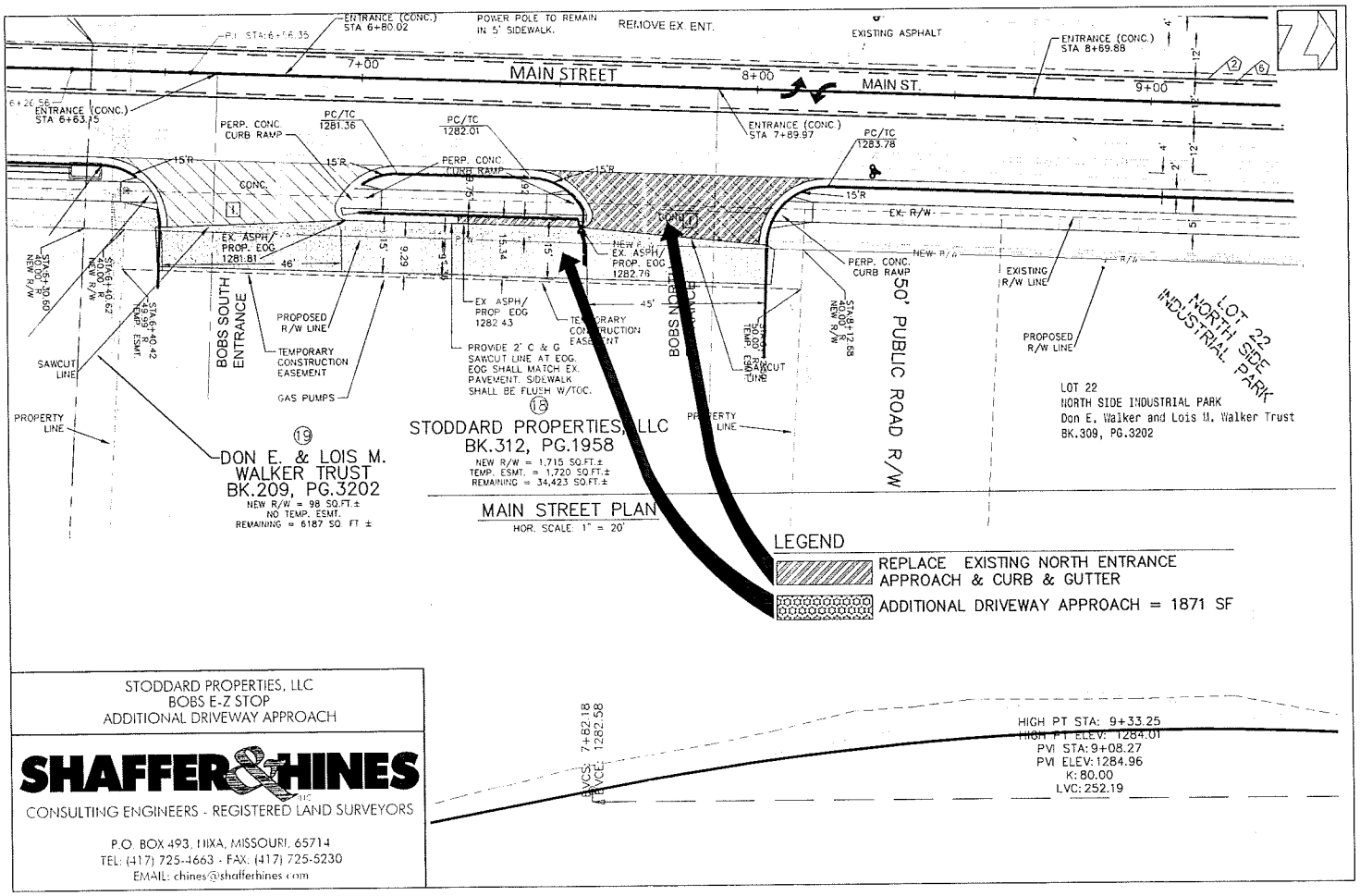
City of Nixa - Attn Danny Newell

Authorized Signature: _____

Title: _____

Date of Acceptance:

	Date work to be started	Date work to be Completed



STODDARD PROPERTIES, LLC
BOBS E-Z STOP
ADDITIONAL DRIVEWAY APPROACH

SHAFFER & HINES INC
CONSULTING ENGINEERS - REGISTERED LAND SURVEYORS

P.O. BOX 493, HIXA, MISSOURI, 65714
TEL: (417) 725-4663 - FAX: (417) 725-5230
EMAIL: chines@shafferhines.com