

RESOLUTION NO. 14-2023

A RESOLUTION OF THE CITY OF CLINTON APPROVING AN AGREEMENT BY AND BETWEEN THE CITY OF CLINTON, MISSOURI (CITY) AND GOLDEN VALLEY MEMORIAL HOSPITAL DISTRICT (GVMH) FOR THE OAKSTAR DRIVE IMPROVEMENT PROJECT.

WHEREAS, GVMH is constructing a new radiation oncology center located on OakStar Drive; and

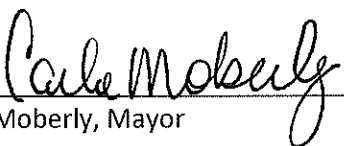
WHEREAS, City and GVMH are agreeable to make certain improvements to OakStar Drive, which will be to the best interests of GVMH, City and to the public, and;

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF CLINTON, MISSOURI AS FOLLOWS:

Section 1. The Intergovernmental Agreement with Golden Valley Memorial Hospital District is hereby approved.


Section 2. The City Administrator is hereby authorized to execute said Agreement on behalf of the City of Clinton.

Read and passed this 19th day of September, 2023.



Carla Moberly, Mayor

ATTEST



Wendee Seaton, City Clerk



INTERGOVERNMENTAL AGREEMENT FOR JOINT FUNDING

THIS AGREEMENT, made this 27th day of September, 2023, between Golden Valley Memorial Hospital District, herein called "GVMH" and the City of Clinton, Missouri, a municipal corporation herein called "City",

WITNESSETH:

WHEREAS, GVMH is constructing a new radiation oncology center, located on OakStar Drive, and

WHEREAS, OakStar Drive, a publicly dedicated street, is in need of repairs, and

WHEREAS, the radiation oncology center and OakStar Drive serve the public needs of both GVMH and City, and

WHEREAS, both public entities are agreeable to make certain improvements to OakStar Drive, which will serve the public needs of both GVMH and City, and

WHEREAS, without the shared funding called for in this Agreement, neither entity would be able to pursue or complete the improvements identified in this agreement, and

WHEREAS, it would be to the best interests of GVMH, City and to the public, for the parties to mutually agree as set forth herein.

NOW THEREFORE, it is agreed as follows:

1. Nothing contained herein shall be construed to create any rights in third parties and the same is expressly disclaimed.

2. GVMH has contracted with Murray Company, for a Guaranteed Maximum Price of Three Hundred Four Thousand Eight Hundred Seventy-Six Dollars and Zero Cents (\$304,876.00) to complete the public improvements to OakStar Drive, identified in Exhibit A.

3. City, in consideration of the promises herein contained, shall pay One Hundred Sixty-Nine Thousand Eight Hundred Seventy-Six Dollars and Zero Cents (\$169,876.00) to GVMH, upon receipt of billing to GVMH from Murray Company for improvements to OakStar Drive, and compliance with the provisions of this Agreement. GVMH may request payment from City in increments or lump-sum.

4. It is mutually agreed between the parties that this agreement is for the mutual benefit of the parties and the public, and that each party will cooperate with the other in carrying out of the purposes hereof.

5. GVMH will comply with the following requirements in performance of the work called for, and will provide proof of the same to the City:

a) All Contractors shall be required to have had all employees providing services to complete the work to complete ten hours of training pursuant to Section 292.675 RSMo within sixty days of beginning work on the project. Any Contractor violating the training requirements of Section 292.675 RSMo shall forfeit as a penalty to the public body on whose behalf the contract is made the sum of \$2,500.00 plus \$100.00 for each violating employee, per day. These penalties shall accrue on expiration of the time limits set forth in Sections 292.675.2 and 292.675.3 RSMo.

b) GVMH shall provide proof to the City that all contractors and subcontracts have in place workers' compensation coverage in the amounts required by law, and general liability coverages in the amounts called for in the contract between GVMH and Murray Company.

c) The subcontractor performing the work shall obtain Maintenance, Performance and Payment Bonds in amounts equal to the total compensation called for

to complete the work. As to the Maintenance Bond it shall be for a period of at least two (2) years. Such bonds shall be executed by the subcontractor and a corporate bonding company licensed to transact such business in the state of Missouri and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570.

d) GVMH shall provide City with a completed affidavit in the form attached hereto related to unauthorized aliens, and shall provide proof of the Contractor and subcontractor's enrollment in E-Verify.

e) GVMH shall cause its contractor or subcontractor to submit to City for approval in advance of any work the technical specifications for materials and construction, which must be in compliance with the minimum approved standards of the City of Clinton.

f) GVHM shall demonstrate to City that it and its contractors and subcontractors engaged in completing the work called for herein have complied with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340,

6. GVMH shall indemnify and hold harmless City from any violations of the provisions set forth in Section 5 of this Agreement.

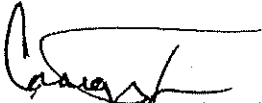
7. City shall provide inspection of the work on OakStar Drive for compliance with City standards and the specifications approved by City. Any work not conforming to the approved standards shall be rejected and not qualified for payment hereunder.

8. Upon inspection and acceptance of the work, the City shall accept OakStar Drive as improved into the City street system for public maintenance.

IN WITNESS WHEREOF, GVMH has caused this Agreement to be authorized by

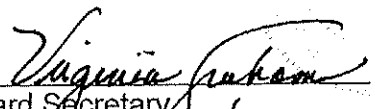
its Board, executed by its CEO and attested to by the Secretary of the Board and City of Clinton has caused this agreement to be executed by its City Administrator with authority of its City Council and attested to by its City Clerk on the dates below written.

GOLDEN VALLEY MEMORIAL
HOSPITAL DISTRICT



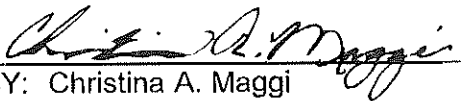
BY: Craig Thompson, CEO
Dated: 09/27/2023

ATTEST:




Board Secretary
Dated: 9/27/2023

CITY OF CLINTON



BY: Christina A. Maggi
City Administrator
Dated: 09/27/2023

ATTEST:



Wendee Seaton
City Clerk
Dated: 09/27/2023



GMP



Golden Valley Memorial Hospital &
City Of Clinton
Oakstar Drive

September 21st, 2023

EXHIBIT A



September 21, 2023

Mr. Craig Thompson
Golden Valley Memorial Healthcare
1600 N 2nd St, Clinton, MO 64735
RE: Oakstar Drive

Dear Craig,

Murray Company is pleased to submit the Guaranteed Maximum Price (GMP) for the new Oakstar Drive. We know the markets are volatile right now and we appreciate the trust you have put in us to work through this process with your team. Following Option 3 as detailed on the Rough Order of Magnitude (ROM) submitted to GVMH on 8/16/23, we have analyzed the information included in the Design Documents by CJW and bid out the project to create the best team to build this project.

We again thank you for this opportunity to be of service to Golden Valley Memorial Healthcare and the City of Clinton. We are honored to be a part of your team on this project. Should you have any questions, please contact us at your convenience.

Sincerely,
MURRAY COMPANY

Tim Moore
Tim Moore
Project Manager

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1 SCHEDULE

2 SCOPING DOCUMENT

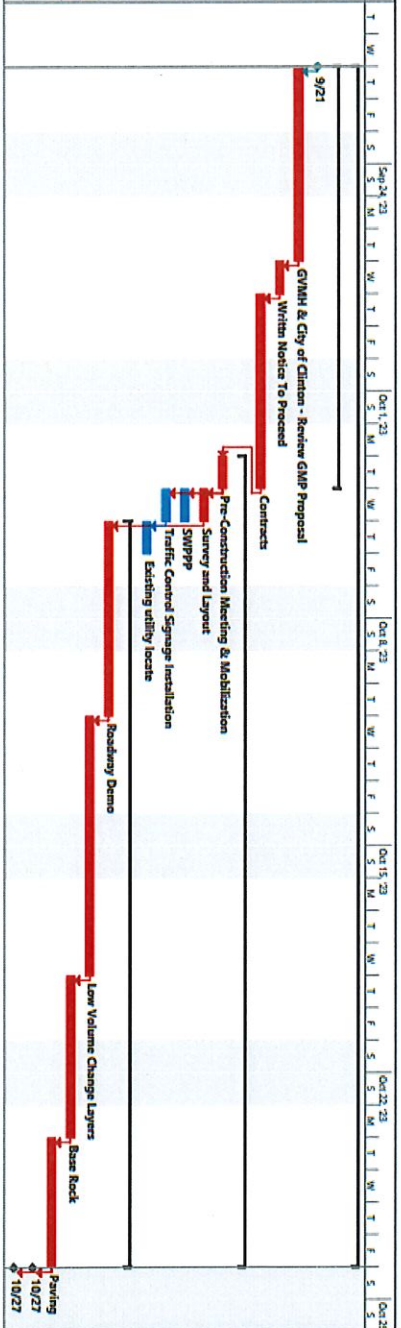
3 COST SUMMARY

4 BID SUMMARY

5 NEXT STEPS

Schedule

ID	Task Name	Duration	Start	Finish
1	Obelisk Dr	27 days	Thu 9/21/23	Fri 10/27/23
2	Preconstruction	9 days	Thu 9/21/23	Tue 10/3/23
3	Present GMP to GVMH	0 days	Thu 9/21/23	Thu 9/21/23
4	GMMH & City of Clinton - Review GMP	14 days	Thu 9/21/23	Tue 9/26/23
5	Written Notice To Proceed	1 day	Wed 9/27/23	Wed 9/27/23
6	Contracts	4 days	Thu 9/28/23	Tue 10/3/23
7	Construction	19 days	Tue 10/3/23	Fri 10/27/23
8	Pre-Construction Meeting & Mobilization	1 day	Tue 10/3/23	Tue 10/3/23
9	Survey and Layout	1 day	Wed 10/4/23	Wed 10/4/23
10	SWPPP	1 day	Wed 10/4/23	Wed 10/4/23
11	Traffic Control Signage Installation	1 day	Wed 10/4/23	Wed 10/4/23
12	Existing utility locate	1 day	Thu 10/5/23	Thu 10/5/23
13	Site Work	17 days	Thu 10/5/23	Fri 10/27/23
14	Roadway Demo	4 days	Thu 10/5/23	Tue 10/10/23
15	Low Volume Change Layers	6 days	Wed 10/11/23	Wed 10/18/23
16	Base Rock	3 days	Thu 10/19/23	Mon 10/23/23
17	Painting	4 days	Tue 10/24/23	Fri 10/27/23
18	Project Close-Out Meeting	0 days	Fri 10/27/23	Fri 10/27/23
19	Roadway OPEN TO TRAFFIC	0 days	Fri 10/27/23	Fri 10/27/23



Scoping Document



Golden Valley Memorial Healthcare
Oakstar Drive
Cost Model
9.20.23

1. Demolition – Existing Street Profile
 - a. Asphalt – Remove 3” of existing asphalt
 - b. Rock Base – Remove 4” of rock base
 - c. Soil – Remove 31” of clays per Geotech report as prepared by Terracon
 - d. Rock Excavation – none anticipated based on Geotech report
2. Earthwork
 - a. Low volume change layer – Install 2.4” of compacted LYC
 - b. Install 7” of compacted rock base
3. Asphalt
 - a. New roadway – 5” asphalt base, 2” surface course
4. Miscellaneous
 - a. Erosion Control
 - b. Landscaping – Allowance
 - c. Signage—Traffic Control
5. General Requirements
 - a. Applicable Codes
 - b. Provided by the Owner
 - Topographical and out boundary survey (provided in existing plans)
 - Abatement of hazardous materials
 - Property insurance
 - Sales tax exemption
 - c. Provided by the Construction Manager
 - Layout surveys
 - Temporary utilities
 - Testing & Inspections
 - d. Extended warranties
 - 2-year maintenance bond rate provided by subcontractor
6. Exclusions
 - a. Utility work (None Shown)
 - b. Rock excavation (None Anticipated)
 - c. Payment and performance bond
 - d. Roadway Striping (None Shown; None Pre-existing)

Scoping Document (cont.)

	<u>Lump Sum</u>	<u>Total Costs</u>
7. Allowances - Furnished & Installed		
a. Landscaping (seeding)		\$3,000
b. Up to 50 LF Curb and Gutter		\$3,800
c. Up to 50 cu yds of Unclassified Excavation*		\$1,250

*Unclassified soil may be encountered at the lowest depths below the 24" LVC elevation. Proof Roll testing will be conducted prior to installing the 24" LVC lifts to identify stability of sub-grade soil.

Cost Summary

Project Cost Summary for Oak Star Drive - Street Replacement -
September 20, 2023

Row	Project Components	Quantity	Unit Type	Unit Cost	Total Costs
1	General Conditions & General Requirements				\$ 13,780
2	Cost of the Work - Option 3				\$ 273,162
3	Insurance @1.25%				\$ 3,587
4	Fee @ 5%				\$ 14,347
5	Total Project Cost				\$ 304,876

NEXT STEPS

Thank you for reviewing the GMP information for the OakStar Drive street replacement project. The following actions and respective due-by dates are what we would consider as “Next Steps” in the process respective to construction of the street replacement.

- Approval of the GMP and respective scope of work – 9/26/2023
- Written ‘Notice To Proceed’ – 9/27/2023
- Contract Agreement review for signatures – 10/03/2023
- Pre-Construction meeting with City Inspector, GVMH, & Murray team 10-03-2023
- Set Road Closure signage and begin construction – 10/04/2023
- Project ‘Close-Out’ meeting following street work completion – 10/27/2023