

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OB18-013 FOR THE TRAFFIC SIGNAL STREET LIGHTING AND BALL FIELD LIGHTING MAINTENANCE AND REPAIR WITH REINHOLD ELECTRIC, INC.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF OSAGE BEACH, AS FOLLOWS:

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a contract with Reinhold Electric, Inc. for maintenance and repair services substantially the same as under the terms set forth in the form attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract include Two Thousand Five Hundred Dollars (\$2,500.00) for maintenance and a not exceed amount of Thirty Thousand Dollars (\$30,000.00) for hourly work per year for all work covered by and included in the contract.

Section 2. The City Administrator is hereby authorized to take such further actions as are necessary to carry out the intent of this Ordinance and Contract.

Section 3. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor.

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

READ FIRST TIME: June 7, 2018 READ SECOND TIME: June 7, 2018

I hereby certify that the above Ordinance No. 18.32 was duly passed on June 7, 2018, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes:	6	Nays:	0
Abstain:	0	Absent:	0

This Ordinance is hereby transmitted to the Mayor for his signature.

June 11, 2018
Date


Cynthia Lambert, City Clerk

Approved as to form:


Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 18.32.

June 11, 2018
Date

ATTEST:


John Olivarri, Mayor


Cynthia Lambert, City Clerk



TRAFFIC SIGNAL, STREET LIGHTING & BALL FIELD LIGHTING,
MAINTENANCE & REPAIR SERVICES

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of July, 2018, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Reinhold Electric, Inc.** a Corporation of St. Louis, Missouri Party of the Second Part and hereinafter called the **Contractor**.

WITNESSETH:

THAT WHEREAS, the City of Osage Beach has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefor, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefor, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.

ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form and attached specifications and in accordance with the Advertisement for Bids, Instructions to Bidders, Bid Form, Bonds, General Conditions, Supplementary Conditions, detailed specifications, plans, addenda, and other component parts of the contract documents hereto attached, all of which documents form the contract and are fully a part hereto as if repeated verbatim here.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows:

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and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two thousand five hundred dollars and zero cents (\$2,500.00)** for maintenance and not to exceed **Thirty thousand (\$30,000.00)** for hourly work per year for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefor shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

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MAINTENANCE & REPAIR SERVICES

ARTICLE IV. The term of this contract shall be for one year with the option for annual renewal thereafter to a maximum of 5 renewals.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IN WITNESS WHEREOF, the Parties hereto have executed this contract as of the day and year first above written.

SIGNATURE: *John Olivarri*
Owner, Party of the First Part
By John Olivarri, Mayor
Name and Title

ATTEST: *Cynthia Lambert*
City Clerk
(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By *Kris Schmittgen vice president*
Name and Title

IF A CORPORATION
Reinhold Electric Inc
Contractor, Party of the Second Part
By _____
Name and Title

ATTEST: *Judy Lambert*
Secretary
(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF St. Louis

On This 27 day of June, 2018, before me appeared Kris Schmittgen to me personally known who, being by me duly sworn, did say that he is the vice president of Reinhold Electric Inc and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said Kris Schmittgen acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: 10-7-18



William J Pappas