

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION CONTRACT OBCA19-002 WITH SHOW ME CONCRETE CONSTRUCTION, LLC FOR PEANICK PARK PAVILION PROJECT

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City Construction Contract OBCA19-002 with Show Me Concrete Construction, LLC for Peanick Park Pavilion Project, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Section 2. Total expenditures or liability authorized under this contract shall not exceed Thirty-One Thousand, Two Hundred Twenty-Four Dollars And Forty-Five/100 dollars (\$31,224.45).

Section 3. 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 4. This Ordinance shall be in full force and effect from date of passage and approval by the Mayor

READ FIRST TIME: May 2, 2019 READ SECOND TIME: May 16, 2019

I hereby certify that the above Ordinance No. 19.28 was duly passed on May 16, 2019, 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.

May 16, 2019  
Date

Tara Berreth  
Tara Berreth, City Clerk

Approved as to form:

Edward B. Rucker  
Edward B. Rucker, City Attorney

I hereby approve Ordinance No. 19.28.

May 16, 2019  
Date  
ATTEST:

John Olivarri  
John Olivarri, Mayor

Tara Berreth  
Tara Berreth, City Clerk

Peanick Park Basketball Court Project

AGREEMENT

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of May, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Show Me Concrete Construction LLC** a Missouri Limited Liability Corporation of Jefferson City, 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:

Peanick Park Basketball Court Project

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **One hundred and five thousand nine hundred and ninty dollars and zero cents (\$105,990.00)** 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.

Peanick Park Basketball Court Project

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within fifteen (15) days after receipt from the Owner of executed copies of the contract and that the Contractor shall complete said work within Ninety (90) consecutive calendar days from the thirtieth day after the Effective Date of the agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

Owner and Contractor recognize time is of the essence of this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 11 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Five Hundred dollars (\$ 500.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

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 Olivari  
Owner, Party of the First Part

ATTEST:

Maria Berroeste  
City Clerk

By John Olivari / Mayor  
Name and Title

(SEAL)

\*\*\*\*\*  
LICENSE or CERTIFICATE NUMBER, if applicable \_\_\_\_\_

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

\_\_\_\_\_  
Contractor, Party of the Second Part

By \_\_\_\_\_  
Name and Title

IF A CORPORATION

\_\_\_\_\_  
Contractor, Party of the Second Part

ATTEST:  
\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Name and Title

(CORPORATE SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_  
and that the seal affixed to said instrument is the corporate seal of  
said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said  
instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Within and For Said County and State