

BILL NO. 19-64

ORDINANCE NO. 19.64

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONTRACT OB19-013 WITH LAKE CENTRAL FENCE, LLC FOR WOODLAND SHORES TRASH ENCLOSURE.

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 OB19-013 with Lake Central Fence LLC for Woodland Shores Trash Enclosure, under substantially the same terms as set forth in the draft contract attached hereto as ("Exhibit A").

Total expenditures or liability authorized under this contract shall not exceed Two Thousand, Three Hundred Eighty-Four dollars and 68/100 dollars (\$2,384.68)

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.

READ FIRST TIME: September 5, 2019 READ SECOND TIME: September 19, 2019

I hereby certify that the above Ordinance No. 19.64 was duly passed on September 19, 2019, by the Board of Aldermen of the City of Osage Beach. The votes thereon were as follows:

Ayes: 5 Nays: 0 Abstain: 0 Absent: 1

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

September 19, 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. 19.64.

September 19, 2019
Date

John Olivarri
John Olivarri, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

WOODLAND SHORES TRASH ENCLOSURE

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of September, 2019, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and Lake Central Fence, LLC a Limited Liability Company of Laurie, 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, in accordance with the contract documents and the said plans and specifications; and

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

WHEREAS, the Owner, in the manner prescribed by law, has notice publicly opened, examined and canvassed the bids submitted in response to the published notice 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.

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 Notice to Bidders, Instructions to Bidders, Bid Form, 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:

WOODLAND SHORES TRASH ENCLOSURE

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of **Two thousand three hundred eighty-four dollars and sixty-eight cents (\$2,384.68)** 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.

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 Fourteen (14) 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.

WOODLAND SHORES TRASH ENCLOSURE

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: [Signature]
Owner, Party of the First Part
By John Olivari / Mayor
Name and Title

ATTEST: [Signature]
City Clerk
(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable _____

SIGNATURE OF CONTRACTOR:
IF AN INDIVIDUAL OR PARTNERSHIP
X [Signature]
Contractor, Party of the Second Part

By Josh Miget Owner
Name and Title

IF A CORPORATION

Contractor, Party of the Second Part
By _____
Name and Title

ATTEST:

Secretary
(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF Camden

On This 26th day of September, 2019, before me appeared Joshua Miget
to me personally known who, being by me duly sworn, did say that he/she is the owner of Lake
Central Fence, LLC and acknowledged to me that he/she executed said instrument in behalf of said Limited Liability
Company and acknowledged to me that he/she executed the same for the purposes therein stated.

(SEAL) **TRACY C. GALBIERZ**
Notary Public - Notary Seal
STATE OF MISSOURI
Comm. Number 19708564
Camden County
My Commission Expires: June 19, 2023

My commission Expires: 6/19/2023

[Signature]
Notary Public Within and For Said County and State