

BILL NO. 23-10

ORDINANCE NO. 23.10

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CONSTRUCTION WITH CAPITAL PAVING ASPHALT FOR THE OVERLAY ON MULTIPLE CITY STREETS FOR AN AMOUNT NOT EXCEED \$909,934.50.

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

Section 1. The Board of Aldermen hereby authorizes the Mayor to execute on behalf of the City a Construction Contract with Capital Paving Asphalt., under substantially the same or similar terms and conditions as set forth in "Exhibit A".

Section 2. Total expenditures or liability authorized under this Ordinance shall not exceed Nine Hundred Nine Thousand, Nine Hundred Thirty-Four Dollars and Fifty Cents. (\$909,934.50)

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: March 2, 2023      READ SECOND TIME: March 16, 2023

I hereby certify that the above Ordinance No. 23.10 was duly passed on March 16, 2023, 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.

3.16.2023  
Date

Tara Berreth  
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury  
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.10.

3.16.2023  
Date

Michael Harmison  
Michael Harmison, Mayor

ATTEST:

Tara Berreth  
Tara Berreth, City Clerk

Osage Beach 2023  
Pavement Overlay Program

**EXHIBIT A**  
**AGREEMENT**

THIS AGREEMENT, made and entered into this 16th day of March, 2023, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Capital Paving and Construction LLC** a corporation of the State of 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.

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, job special provisions, 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 Nine Hundred Nine Thousand Nine Hundred Thirty Four Dollars and Fifty Cents (\$909,934.50) 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 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.

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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:

[Signature]  
Owner, Party of the First Part

ATTEST:

[Signature]  
City Clerk

By Michael Harmison  
Name and Title

(SEAL)

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LICENSE or CERTIFICATE NUMBER, if applicable LC001484132

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

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

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

IF A CORPORATION

Capital Paving & Const LLC  
Contractor, Party of the Second Part

ATTEST:

[Signature]  
Secretary

By [Signature]  
Name and Title  
Project Manager/Estimator

(CORPORATE SEAL)

STATE OF Mo  
COUNTY OF Camden

On This 3<sup>rd</sup> day of April, 2023, before me appeared Eric Stuckenschneider  
to me personally known who, being by me duly sworn, did say that he is the Estimator of Capital Paving & Const LLC  
and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said Eric Stuckenschneider acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My commission Expires: 5-24-2024

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

Agreement

