

BILL NO. 23.75

ORDINANCE NO. 23.75

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH FOUR SEASONS PLUMBING, LLC FOR THE PARK IRRIGATION IMPROVEMENTS PROJECT FOR AN AMOUNT NOT TO EXCEED \$190,112.12

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 Contract with Four Season Plumbing, LLC., 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 One Hundred Ninety Thousand, One Hundred Twelve Thousand Dollars and Twelve Cents. (\$190,112.12)

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

READ FIRST TIME: October 5, 2023

READ SECOND TIME: October 19, 2023

I hereby certify that the above Ordinance No. 23.72 was duly passed on October 19, 2023, 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.

Oct. 19, 23
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

Cole Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 23.75.

Oct. 19, 23
Date

Michael Harmison
Michael Harmison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk

City Park Irrigation Pump Improvements

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of October, 2023, by and between the **City of Osage Beach**, Party of the First Part and hereinafter called the **Owner**, and **Four Season Plumbing 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, 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:

City Park Irrigation Pump Improvements

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of \$190,112.12 (One Hundred Ninety Thousand, One Hundred Twelve Dollars and Twelve Cents) 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 **Forty-Five (45)** 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.

City Park Irrigation Pump Improvements

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:

Owner, Party of the First Part

By Michael Harrison / Mayor
Name and Title

ATTEST:

City Clerk

(SEAL)

*
LICENSE or CERTIFICATE NUMBER, if applicable 00791

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By PAULA A YOST
Name and Title

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

By _____
Name and Title

(CORPORATE SEAL)

STATE OF Missouri
COUNTY OF Camden

On This 3rd day of November, 2023, before me appeared Paula Yost
to me personally known who, being by me duly sworn, did say that he is the owner of _____
Four Seasons Plumbing and that the seal affixed to said instrument is the corporate seal of
said corporation by authority of its board of directors, and said Paula Yost acknowledged said
instrument to be the free act and deed of said corporation.

My commission Expires: 11-8-2024

Caitlin Elizabeth Dennis
(Notary Public - Notary Seal)
STATE OF MISSOURI
Camden County
My Commission Expires Nov. 8, 2024
Caitlin Elizabeth Dennis
Notary Public Within and For Said County and State

**WORKERS ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL
CITY OF OSAGE BEACH CONTRACT AGREEMENTS IN EXCESS OF \$5,000**

(For joint ventures or contracts by more than one individual, a separate affidavit is required for each person or business entity)

State of Missouri)

)ss

County of Camden

On this 2nd day of November, 2023, before me appeared Paula Gast, personally known to me or proved to me on the basis of (name) satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Paula Gast, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the City of Osage Beach to perform my job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

I am the owner of Four Seasons Plumbing, and I am duly authorized
(Position) (Name of Business Entity)

Directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of existing and newly hired employees. The aforementioned business entity shall participate in said program with respect to all employees working in connection under the within contract agreement with the City of Osage Beach.

I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by section 285.530 RSMo.

I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within stated contract agreement with the City of Osage Beach, and alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324 a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530 RSMo, the aforementioned business entity may be held liable under Section 385.525 through 285.550 RSMo, for subcontractors that knowingly employ or continue to employ unauthorized alien to work within the State of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Paula Gast
Affiant Signature

Subscribed and sworn to before me this 3rd day of November, 2023.

Caitlin Elizabeth Dennis
Notary Public

My Commission Expires: 11-8-2024

Seal:

