

BILL NO. 25-68

ORDINANCE NO. 25.68

AN ORDINANCE OF THE CITY OF OSAGE BEACH, MISSOURI, AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATIVE PURCHASE AGREEMENT WITH VANCE BROTHERS IN AN AMOUNT NOT TO EXCEED \$1,450,000.

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 Vance Brothers 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 Million Four Hundred Fifty Thousand Dollars. (\$1,450,000.00)

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

READ FIRST TIME: August 7, 2025

READ SECOND TIME: August 7, 2025

I hereby certify that the above Ordinance No. 25.68 was duly passed on August 7, 2025, 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.

Aug. 7, 25
Date

Tara Berreth
Tara Berreth, City Clerk

Approved as to form:

C. Bradbury
Cole Bradbury, City Attorney

I hereby approve Ordinance No. 25.68.

Aug. 7, 25
Date

Michael Harrison
Michael Harrison, Mayor

ATTEST:

Tara Berreth
Tara Berreth, City Clerk



PROPOSAL

Submitted To:	Date:
City of Osage Beach, MO	7/31/2025
Address:	Project Name:
	2025 Pavement Preservation
City, State, Zip:	Project No:
Contact:	Project Location:
	Osage Beach Parkway
Phone:	Email:

Vance Brothers shall furnish all labor, material, and equipment necessary to complete material installation. All work shall be done in accordance with the Standard Specifications.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
Osage Beach Parkway South of Grand Glaize Bridge					
	Cape Seal	125,400	SQYDS	\$ 5.78	\$ 724,812.00
	Traffic Control	1	LS	\$ 40,000.00	\$ 40,000.00
	Mob	1	LS	\$ 7,500.00	\$ 7,500.00
	4" White Paint	25000	LF	\$ 0.42	\$ 10,500.00
	4" Yellow Paint	52500	LF	\$ 0.42	\$ 22,050.00
	12" White Crosswalk Thermo	600	LF	\$ 16.20	\$ 9,720.00
	24" White Stop Bars Thermo	315	LF	\$ 27.00	\$ 8,505.00
	24" Yellow Crosshatching Thermo	75	LF	\$ 27.00	\$ 2,025.00
	Turn Arrows Thermo	87	EA	\$ 432.00	\$ 37,584.00
	Word "Only" Thermo	7	EA	\$ 513.00	\$ 3,591.00
	Truck Grinder	77500	LF	\$ 0.32	\$ 24,800.00
	Hand Grinder	990	LF	\$ 2.16	\$ 2,138.40
	Removal Symbols	94	EA	\$ 108.00	\$ 10,152.00
				Total	\$ 903,377.40
Osage Beach Parkway North of Grand Glaize Bridge					
	Cape Seal	66,906	SQYDS	\$ 5.78	\$ 386,716.68
	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00
	Mob	1	LS	\$ 7,500.00	\$ 7,500.00
	4" White Paint	15000	LF	\$ 0.42	\$ 6,300.00
	4" Yellow Paint	32500	LF	\$ 0.42	\$ 13,650.00
	12" White Crosswalk Thermo	800	LF	\$ 16.20	\$ 12,960.00
	24" White Stop Bars Thermo	435	LF	\$ 27.00	\$ 11,745.00

	Turn Arrows Thermo	48	EA	\$ 432.00	\$ 20,736.00
	Word "Only" Thermo	2	EA	\$ 513.00	\$ 1,026.00
	Straight Arrows	4	EA	\$ 324.00	\$ 1,296.00
	Combo Arrows Thermo	2	EA	\$ 486.00	\$ 972.00
	Truck Grinder	47500	LF	\$ 0.32	\$ 15,200.00
	Hand Grinder	1260	LF	\$ 2.16	\$ 2,721.60
	Removal Symbols	56	EA	\$ 108.00	\$ 6,048.00
				Total	\$ 506,871.28
Chip Seal Pilot Roads					
	Trap Rock Chip Seal	4698	SQYDS	\$ 2.69	\$ 12,637.62
	PW Parking Lot	3648	SQYDS	\$ 2.69	\$ 9,813.12
				Total	\$ 22,450.74
Grand Total					\$ 1,432,699.42

NOTES:

* Excludes: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments

* Extra mobilizations and days will be billed if needed

*Work will be completed after Labor Day 2025

*Specifications will reflect The Camden County Preservation Project

* Work must be completed within seasonal limitations of 4/1/2025-11/1/2025 for microsurfacing

* City to provide staging areas with a water source near work areas.

* Price includes Asphalt Cement or emulsion applied by Vance Brothers (Unless otherwise agreed upon)

* Prices include only items listed

* Vance Brothers is not responsible for damage to existing asphalt.

* Final field measurement will prevail

* Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid before work is started.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative Vance Brothers hereinafter "Contractor" has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Missouri, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jackson County, Missouri.
5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.
7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.
8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.
11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if time and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.
13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.

14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprised of each and every provision hereof, and no provision shall individually be held unenforceable for lack of mutuality. This Contract constitutes the entire agreement between the parties and may not be amended except by written agreement executed by the parties. This Contract constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills. Contractor will not be responsible for fugitive or wind-blown materials if instructed to apply in windy conditions.

16. This contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner is still liable for the full amount of contract even if the contract is terminated for any reason at any time.

17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in sixty (60) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parties to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.			
SUBMITTED:		ACCEPTED:	
Vance Brothers, Inc. Kansas City, MO 64130		City of Osage Beach 1000 City Parkway Osage Beach MO 65065	
By: Robert A. Vance		By: <i>[Signature]</i>	
Date: 7/31/2025		Date: Aug. 7, 2025	