

BILL NO. 3012-23

ORDINANCE NO. 2971-23

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK ON BEHALF OF THE CITY OF CAMDENTON TO ACCEPT THE BID AND EXECUTE A CONTRACT AGREEMENT WITH MID-AMERICA POOL RENOVATION, INC FOR THE POOL RESURFACING PROJECT AT THE CAMDENTON AQUATIC FACILITY

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

Section 1. That the Mayor and City Clerk are hereby authorized to accept the bid and execute a Contract Agreement with Mid-America Pool Renovation Inc for the Pool Resurfacing Project at the Camdenton Aquatic Facility. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2. This Ordinance shall be in full force and in effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Section 3. All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

Read the first time this 19 day of September 2023

Read the second time and passed and approved this 19 day of September 2023



John D. McNabb, Mayor

ATTEST:



Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk



RESURFACING PROJECT – 2023
CAMDENTON, MISSOURI

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of September, 2023, by and between the City of Camdenton, Camdenton, Missouri, Party of the First Part and hereinafter called the Owner, and **Mid-America Pool Renovation Inc**, Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications and other Contract Documents for the work herein described, and has approved and adopted said documents, and has caused to be published an advertisement for and in connection with the preparation and application of the Pool Resurfacing Project – 2023 in complete accord with the Contract Documents and said specifications; and

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

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened examined and canvassed the proposals submitted in response to the published invitation therefore, and as a result of such canvasses has determined and declared the aforesaid Contractor to be the lowest and/or best bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's proposal, 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 agreement therein contained, the parties to these present have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, or its, his or their successors and assigns, or 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 General Conditions and the Special Conditions of the Contract, which are attached hereto and made a part hereof, and in conformity with the Contract 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 proposal, for the Camdenton Aquatic Center Pool Resurfacing Project – 2023.

ARTICLE II. That the Contractor shall construct and complete the work designated and described in the foregoing proposal and attached specifications in accordance with the Notice to Bidders, Instruction to Bidders, Proposal, Bond, General Conditions, Special Conditions, Detailed

Specifications, Drawings, Addenda, and other component parts of the Contract Documents hereto attached, all of which form the


Contract and are as fully a part hereto as if repeated verbatim herein.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of work described as follows: **RESURFACING PROJECT – 2023** to include, but not to be limited to milling the existing surface 2 inches, removal and proper disposal of all resulting debris, preparation and applying plaster.

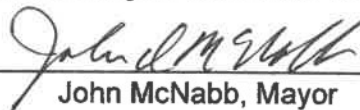
The Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of **Two Hundred Twenty Thousand and 00/100 (\$220,000.00)** for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner in the General Conditions attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

ATTEST:


Renée Kingston, Asst City Administrator/
City Clerk
(SEAL)

**City of Camdenton, a Municipal Corporation
Owner, Party of the First Part**

By 
John McNabb, Mayor

CONTRACTOR

By _____

(Secretary)

State of Missouri
County of Camden

On this ___ day of _____, 2023, before me appeared to me personally known, who, being by me duly sworn, did say that he/she is the _____ of Mid-America Pool Renovation Inc and said _____ acknowledged said instrument to be his/her free act and deed.

(SEAL)

Notary Public

My commission expires: _____