

**BILL NO. 3017-23**

**ORDINANCE NO. 2976-23**

**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 A TEAM EXCAVATING FOR THE CLINT AVENUE LIFT STATION ROAD PROJECT**

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

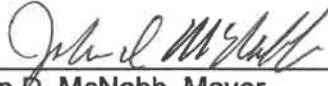
Section 1. That the Mayor and City Clerk are hereby authorized to accept the bid and execute a Contract Agreement with A Team Excavating for the Clint Avenue Lift Station Road Project. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

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 All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.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 5 day of December 2023

Read the second time and passed and approved this 5 day of December 2023

  
\_\_\_\_\_  
John D. McNabb, Mayor

ATTEST:

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



## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of December 2023, by and between the City of Camdenton, Missouri, Party of the First Part and hereinafter called the Owner, and A-Team Excavating a corporation of Missouri, 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, plans 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 **construction of a new concrete drive to serve the Clint Avenue lift station consisting of 245 yards of concrete pavement.**

Commonly known as: Lift Station Access Road Replacement, in complete accordance with the Contract Documents and said plans and 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 herein contained, the parties to these presents 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 provisions of the General Conditions and the Special Conditions of this Contract, which are attached hereto and made a part hereof, and in conformity 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 proposal, for: Lift Station Access Road Replacement, Camdenton, Missouri.

Contractor shall forfeit as a penalty to the City of Camdenton, Camden County, Missouri, on whose behalf the contract is made or awarded, ten dollars for each worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under said contract, by the contract or by any subcontractor under them. Section 290.250 RSMo.

**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 documents 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: The project consists of: the construction of a new concrete drive to serve the Clint Avenue lift station consisting of 245 yards of concrete pavement. The Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of **FORTY-FOUR THOUSAND FOUR HUNDRED SIX DOLLARS AND 00 CENTS (\$44,406.00)** 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 provided in the General Conditions attached hereto.

**ARTICLE IV.** That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner executed copies of the Contract, and that the Contractor shall complete said work within **60** consecutive calendar days from and after the date of receipt from the Owner a written Notice to Proceed.

**ARTICLE V.** That the Contractor will comply with the following:

- A. RSMo. 285.530. Participation in E-Verify.
- B. RSMo. 34.057. The Prompt Payment Act.
- C. RSMo. 34.353. Purchase American Products.

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

ATTEST:

  
 Renee Kingston, MMC/MPCC  
 Assistant City Administrator/Clerk

**CITY OF CAMDENTON**  
**MUNICIPAL CORPORATION**  
 Owner, Party of the First Part

By:   
 John McNabb, Mayor

**A TEAM EXCAVATING**  
 Party of the Second Part

By: \_\_\_\_\_  
 Owner

\_\_\_\_\_  
 Secretary

\*\*\*\*\*

State of Missouri    )  
                               )   s.s.  
 County of            )

On this \_\_\_ day of \_\_\_\_\_, 2023, before me appeared \_\_\_\_\_ to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and \_\_\_\_\_ said \_\_\_\_\_ acknowledged said instrument to be his free act and deed of said corporation.

(SEAL)

\_\_\_\_\_  
 Notary Public within and for said County and State  
 My Commission Expires: \_\_\_\_\_