BILL NO. 3026-24 **ORDINANCE NO. 2985-24**

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 MOSEAL LLC FOR THE ANNUAL STREET OVERLAY 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 MoSeal LLC for the Annual Street Overlay 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 All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.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 2 day of April 2024

Read the second time and passed and approved this 2 day of April 2024

John D. McNabb, Mayor

ATTEST:

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

CAMDENTON, MISSOURI
SEAL
INCORPORATED 1931

STREET OVERLAY- 2024
CAMDENTON, MISSOURI

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 2 day of April, 2024, by and between the City of Camdenton, Camdenton, Missouri, Party of the First Part and hereinafter called the Owner, and MoSeal, LLC, 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 construction of the **STREET OVERLAY- 2024** 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 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 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 construction of the **STREET OVERLAY- 2024**.

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: **STREET OVERLAY- 2024.**

The Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the Contract) of **One Hundred Twenty-Nine Thousand Two Hundred Eighty Five and 00/100 ($129,285.00)** 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.

ARTICLE IV. That the Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner the executed copies of the Contract, and that the Contractor shall complete said work within **thirty (30)** consecutive calendar days from and after the date of receipt from the Owner of 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.

Contractor further agrees to pay as liquidated damages the sum of $200.00 per day for each consecutive calendar day thereafter until the project is completed.

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

ATTEST:

Renée Kingston, MMC/MPCC
Assistant City Administrator/City Clerk
(SEAL)

_____
(Secretary)

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

By_____
John McNabb, Mayor

MoSeal, LLC, CONTRACTOR

By_____

State of Missouri
County of Camden

On this ___ day of _____, _____, before me appeared to me personally known, who, being by me duly sworn, did say that he/she is the _____ of _____ and said _____ acknowledged said instrument to be his/her free act and deed.
(SEAL)

_____
Notary Public