

BILL NO. _____

ORDINANCE NO. 23-36

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FREDERICKTOWN, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF FREDERICKTOWN AND LAPPE CEMENT FINISHING, INC. RELATIVE TO 2023 WATERLINE IMPROVEMENTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the residents are in need of improvements to the City's waterlines.

WHEREAS, the City prepared and advertised specifications for waterline improvements and the bid submitted by Lappe Cement Finishing, Inc. was found to be the lowest and best bid that satisfied the required specifications.

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, have heretofore reviewed the agreement marked Exhibit "A", attached hereto, and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Fredericktown, Missouri, deem it advisable to enter into said agreement;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF FREDERICKTOWN, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and Board of Aldermen for the City of Fredericktown, Missouri, approve the agreement marked Exhibit "A", which is attached hereto and incorporated herein as if fully set forth, between the City of Fredericktown and Lappe Cement Finishing, Inc. for the purposes set forth hereinabove together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Fredericktown, Missouri, that the City enter into said agreement.

Section 2. That the Mayor, and other appropriate City officials, are hereby authorized to execute the agreement in substantially the form as Exhibit A for and on behalf of the City of Fredericktown, Missouri and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 3. That the City Clerk of the City of Fredericktown is hereby authorized and directed to attest to the signature of the Mayor on the said agreement.

Section 4. If any section, subsection, sentence, clause or phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 5. This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and approval according to law.

THIS ORDINANCE having been read by title only this 23rd day of September, 2023, the Board of Aldermen voted as follows:

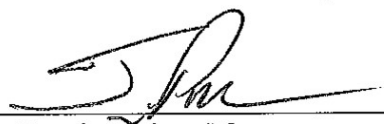
Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

THIS ORDINANCE having been read by title only the second time on this 25th day of September, 2023, the Board of Aldermen voted as follows:


Long	<u>aye</u>	Brown	<u>absent</u>
Polete	<u>aye</u>	Miller	<u>aye</u>
Jones	<u>aye</u>	Shankle	<u>aye</u>

PASSED AND APPROVED this 23rd day of September, 2023, by 5 ayes, 0 nays, 0 abstentions and 1 absentees.

CITY OF FREDERICKTOWN, MISSOURI

By: 
Travis Parker, Mayor

ATTEST:


Theresa Harbison, City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 20__ (“Effective Date”) by and between the City of Fredericktown, Missouri, hereinafter called the Owner, and Lappe Cement Finishing, Inc. 2710 County Road 413 Friedheim, MO 63747, hereinafter called the Contractor.

THAT WHEREAS, the Owner has caused to be prepared specifications, plans, and other contract documents for the work herein described, and has approved and adopted these contract documents and has invited proposals for furnishing materials, labor, and equipment for and in connection with the construction of the 2023 Waterline Improvements in accordance with the terms of this contract, and

WHEREAS, the Contractor, in response to the invitations, has submitted to the Owner in the manner and at the time specified a proposal in accordance with the terms of the contract, and

WHEREAS, the Owner has opened, examined, and canvassed the proposals submitted, and as a result of such canvass, has determined and declares the Contractor to be the low, responsive, responsible bidder for constructing said 2023 Waterline Improvements and has duly awarded to the said Contractor the contract therefore for the sum or sums named in the proposal attached to and made a part of this Contract; the Contract shall become binding and effective upon adoption by the Board of Aldermen of an ordinance confirming the same.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that the parties to those presents, in consideration of the compensation to be paid the Contractor, and of the mutual agreements herein contained, have agreed and hereby agree the Owner for itself and its successors, and the Contractor for itself, himself, or themselves, its, his, or their successors and assigns, or its, his, or their executors and administrators, as follows:

ARTICLE I. Project Work

That the Contractor will furnish at his own cost and expense, all labor, tools, equipment and materials required and construct and complete in a good, first class, and workmanlike manner, the work as designated and described in the Contract Documents which are as fully a part of this Agreement as if repeated verbatim herein. The Contract Documents shall consist of the Project Manual and components parts thereof as defined in the General Conditions; provided, however, if any provisions set forth in the Contract Documents are inconsistent, provisions in other contract document shall control over a provision set forth in the General Conditions.

ARTICLE II. Contract Time

That the Contractor will commence work on or before the date specified in a written Notice to Proceed to the Contractor, and that the Contractor shall complete said work within 180 calendar days as specified in the Instructions to Bidders.

ARTICLE III. Liquidated Damages

If the Contract work is not fully completed according to the terms of this Agreement within the time limit herein stipulated, the Contractor shall pay the Owner, not as a penalty but as liquidated damages, a sum equal to seven hundred dollars (\$700) for each calendar day in excess of the stipulated contract time.

ARTICLE IV. Safety Program

Missouri Law, §292.675 RSMo, requires the Contractor and its Subcontractor(s) to provide a ten-hour occupational safety and health administration (OSHA) construction safety program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The Contractor and its Subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to §292.675 RSMo, unless they hold documentation on their prior completion of said program. Penalties for non-compliance include Contractor forfeiture to the Owner in the amount of \$2,500, plus \$100 per Contractor and Subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under §292.675 RSMo.

ARTICLE V. No Aliens

Contractor hereby covenants and affirms that it does not knowingly employ, hire or continue to employ illegal aliens to perform work in Missouri. Contractor hereby covenants and affirms that it participates in a federal work authorization program which enables employers to electronically verify employee eligibility as required for all public employers and business entities receiving a government contract or grant in excess of \$5,000.00 and that Contractor is registered with a federal work authorization program such as 'E-Verify' in order to be eligible for payments under this contract. Contractor shall execute the Affidavit of Work Authorization which is attached to this Agreement and made a part hereof.

ARTICLE VI. Payment

That the Owner will pay the Contractor for the performance of this Contract and the Contractor will accept in full compensation therefore the sum of (subject to adjustment as provided by the Bid):

\$ 492,112.00

Four Hundred Ninety-Two Thousand One Hundred Twelve Dollars and No Cents

(Figures written out)

for all work covered by and designated in the Bid. Payment to the Contractor shall be made in the manner and as specified in the General Conditions of this Agreement. Contractor may request Progress Payments on the first day of each calendar month for the work performed during the previous month. See Section 9 of the Supplementary Conditions for Payment Retainage.

In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of § 292.675, RSMo, has occurred and that a penalty as described in Article IV shall be assessed, Owner shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

In accordance with §34.057, RSMo. Owner shall make prompt payment to Contractor upon Engineer's approval of a Payment Request, subject to Payment Retainage and applicable offsets, but no more than thirty (30) days thereafter. Similarly, Contractor shall within thirty (30) days pay all subcontractors and materialmen included in the Pay Request so approved and paid.

ARTICLE VII. Conflicts

No salaried officer or employee of the City and no member of the Board of Aldermen shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulation, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

ARTICLE VIII. Governing Law

The Contract will be construed in accordance with the laws of the State of Missouri. Venue shall be in the Circuit Court of Madison County, Missouri.


ARTICLE IX. No Assignment

No assignments by a party hereto of any rights under or interest in the Contract will be binding on another party hereto without the written consent of the party sought to be bound

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract Agreement on the day and year first above written.

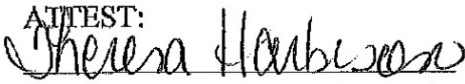
CITY OF FREDERICKTOWN, MISSOURI

By: _____


Travis Parker, Mayor

(SEAL)

ATTEST:


Theresa Harbison, City Clerk

- THE CONTRACTOR -

Lappe Cement Finishing, Inc.

By: Ruzg

Title: President

Address: 2710 County Road 413
Friedheim, MO 63747

Phone: 573-547-5713

Federal ID No.: 43-1168974

(SEAL)

ATTEST:

Melissa L. Floyd