

RESOLUTION NO. 05 23 2024E

A RESOLUTION AUTHORIZING AN AGREEMENT WITH WESTPORT POOLS, INC., PROVIDING FOR THE STEPS AND LANDING REPAIR TO THE ALLIGATOR'S CREEK AQUATIC CENTER SLIDE TOWER, IN AN AMOUNT NOT TO EXCEED \$79,850.00.

WHEREAS, the Alligator's Creek Aquatic Center slide's steps and landings received significant damage in the hail storm on March 14, 2024, and

WHEREAS, the City Administrator notified the City Council that City staff would attempt to make the repairs under the previously granted emergency authorization, and

WHEREAS, the City of O'Fallon solicited written bids from companies to repair the steps and landings of the Alligator's Creek Aquatic Center slide tower, and

WHEREAS, although the City Council authorized the emergency action, the actual cost of the repairs exceeded initial expectations and exceed the City Administrator's authorization amounts, and

WHEREAS, the City Council is being asked to acknowledge and reaffirm the emergency authorization to complete the repairs in an expedited manner in order to ensure the slide is open for as much of the pool season as possible, and

WHEREAS, Westport Pools, Inc., has the expertise to repair the damage and is able to dedicate staff to the repairs in a timely manner, and

WHEREAS, City Staff recommends approval of this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF O'FALLON, MISSOURI, AS FOLLOWS:

SECTION 1: The City Council approves on behalf of the City an agreement with Westport Pools, Inc., for slide and landing repair to the Alligator's Creek Aquatic Center slide tower at a cost not to exceed \$79,850 in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, 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. The City Administrator and other appropriate City officials are hereby authorized to execute the Agreement 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.

RESOLUTION NO. 05 23 2024E

PASSED BY THE CITY COUNCIL FOR THE CITY OF O'FALLON, MISSOURI, THIS 23RD DAY OF MAY 2024.



Bill Hennessy
Presiding Officer

Attest:

Katie Crabtree
Katie Crabtree, Assistant City Clerk

APPROVED BY THE MAYOR FOR THE CITY OF O'FALLON, MISSOURI, THIS 23RD DAY OF MAY 2024.



Bill Hennessy
Bill Hennessy, Mayor

Attest:

Katie Crabtree
Katie Crabtree, Assistant City Clerk

Approved as to Form:

Kevin M. O'Keefe
Kevin M. O'Keefe, City Attorney



AGREEMENT

THIS AGREEMENT is made and entered into this ²³13th day of May, 2024, by and between the City of O'Fallon, Missouri (CITY) and Westport Pools (VENDOR). The parties agree as follows:

1. VENDOR agrees to provide the CITY with products and services in accordance with Job Description: **Hail Damage Repair of the Slide Tower at Alligator's Creek** Said document shall be incorporated into this agreement by this reference.
2. The CITY in accordance with the above referenced Quote will pay VENDOR an amount not to exceed \$79,850 (seventy nine thousand eight hundred fifty dollars).
3. VENDOR shall provide and bill for only those services associated with this project. No additional charges will be allowed without prior approval. All work performed shall be identified and quantified on each invoice.
4. VENDOR is an independent contractor, and nothing contained herein shall constitute or designate VENDOR or any of its agents or employees as agents or employees of the CITY.
5. VENDOR agrees in the performance of this agreement that it will not discriminate against any employee or applicant for employment because of race, creed, color, age, sex, national origin, ancestry, religion or political opinion or affiliation.
6. VENDOR shall maintain during the life of this Agreement and furnish to the CITY the appropriate Professional Liability, Commercial General Liability, and Workers Compensation insurance certificates in amounts as detailed in the bid specifications. An original Certificate of Insurance from the company or authorized agent of record must be furnished to the City, provide that the City of O'Fallon is an "Additional Insured" on the Vendor's Commercial General Liability policy during the Term of the Agreement, and a copy of such "Additional Insured" endorsement must accompany the insurance certificate. This requirement of insurance does not limit the Vendor's liability under the Agreement in any manner. VENDOR shall provide 30 days written notice prior to any change in insurance.
7. VENDOR agrees to indemnify the CITY, its' officials, and employees from any loss, damage, costs, charges or expenses to person or property by reason of any action or omission on the part of any person or company involved in this agreement.

VENDOR:
Westport Pools


Signature _____ Date 5/15/24

CITY OF O'FALLON, MISSOURI


Mike Snowden, City Administrator Date 5-24-24



ATTEST:


Katie Crabtree, Assistant City Clerk Date 5-24-24