

CITY OF LAKE OZARK
A Missouri Municipality of the 4th Class

BILL NO.: 2024-01

ORDINANCE NO.: 2024-01

***AN ORDINANCE APPROVING A CONTRACT WITH BRULEZ TRENCHING, LLC
FOR TRENCHING SERVICES FOR THE OVERLOOK ROAD WATER
EXTENSION PROJECT***

WHEREAS, the City of Lake Ozark has solicited bids and received a proposal from for trenching services related to the Overlook Road water extension project; and,

WHEREAS, the City's project engineer has reviewed the bids and determined that Brulez Trenching, LLC is the lowest qualified bidder for the project; and,

WHEREAS, attached hereto as Exhibit 1 is a copy of the contract with Brulez Trenching, LLC for the trenching services related to the Overlook Road water extension project that was previously approved by the Board of Aldermen.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF LAKE OZARK, MISSOURI AS FOLLOWS:

Section 1. Adoption and Execution. The contract between the City and Burlez Trenching, LLC, attached hereto as Exhibit 1, is hereby adopted, and approved. The Mayor or his designated agent is authorized to execute said contract for and on behalf of the City.

Section 2. Effective Date. This ordinance shall take effect and be in full force immediately after its adoption by the Board of Aldermen of the City of Lake Ozark.

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First Reading: January 9, 2024

Second Reading: January 23, 2024

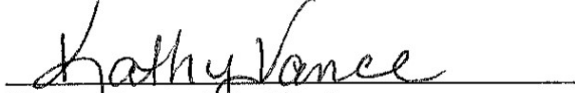
DULY READ AND APPROVED THIS 23rd DAY OF JANUARY 2024.

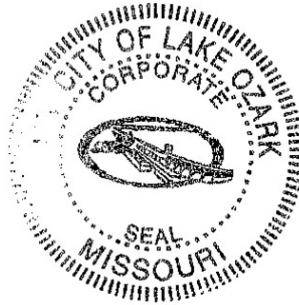
Alderman Watts	Aye
Alderman Jackson	Aye
Alderman Thompson	Aye
Alderman Neels	Absent
Alderman Ridgely	Aye
Alderman Denny	Aye

APPROVE:

ATTEST:


Dennis Newberry, Mayor


Kathy Vance, City Clerk



**CONTRACT AGREEMENT
FOR
Overlook Road Water Distribution
System For The
City of Lake Ozark, Missouri**

1. THIS CONTRACT AGREEMENT made as of this 23rd day of January 2024, by and between the City of Lake Ozark, hereinafter called the OWNER, and Brulez Trenching, LLC hereinafter called the CONTRACTOR.

WITNESSETH: 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 the contract documents and has invited bids for furnishing materials, labor and equipment for, and in connection with, the construction of improvements in accordance with the terms of this Contract, and,

WHEREAS, the Contractor, in response to the invitation, submitted to the Owner, in the manner and at the time specified, a bid in accordance with the terms of the Contract, and,

WHEREAS, the Owner has opened, examined, and canvassed the bids submitted, and as a result of such canvass, has determined and declared the Contractor to be the lowest and best bidder for constructing said improvements, and has duly awarded to the said Contractor contract therefore, for the sum or sums named in the bid attached to and made a part of this Contract;

NOW, THEREFORE, the Owner and Contractor for the consideration hereinafter set forth, agree as follows:

2. THE CONTRACTOR AGREES to furnish all the necessary labor, materials, equipment, tools and services necessary to perform and complete in a workmanlike manner all work required for the construction of the Project, in strict compliance with the Contract Documents herein mentioned. The Project consists of construction of sanitary sewer improvements for the City of Lake Ozark.

3. CONTRACT TIME. All work under this Agreement shall be completed within 90 consecutive calendar days after the Notice To Proceed.

4. SUBCONTRACTORS. The Contractor agrees to bind every subcontractor by the terms of the contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any subcontractor and the Owner.

5. THE OWNER AGREES to pay, and the Contractor agrees to accept, in payment for the performance of this Contract, the Contract amount of 294,760.00 (\$ 294,760.00) in accordance with the requirements of Section 25 of the General Conditions of these Specifications.

6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The Contract is comprised of the Contract Documents listed below. In the event that any provision of one Contract Document

conflicts with the provisions of another Contract Document, the documents shall be given precedence as provided in the General Conditions.

- A. Contract Agreement dated _____
- B. Bid Form dated _____
- C. Technical Specifications and Drawings prepared by SSE, Inc.
- D. Invitation to Bid
- E. Instructions to Bidders
- F. Basis of Payment
- G. Bidders Qualifications and Subcontracting
- H. Payment/Performance Bond
- I. General Conditions
- J. Special Conditions
- K. Technical Specifications
- L. Attachments (if any) _____

7. AUTHORITY AND RESPONSIBILITY OF THE ENGINEER. All work shall be done under the general supervision of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

8. SUCCESSOR AND ASSIGNS. Except as herein provided, neither the Owner nor the Contractor shall have the right to assign, transfer or sublet his interest or obligations hereunder without written consent of the other party.

In witness whereof, the parties have made and executed this Agreement the day and year first above written.

City of Lake Ozark

_____	<u>Bruce Trenching LLC</u>
Owner	Contractor
By <u>MB Meekins</u>	By <u>Brian Bruce</u>
Title <u>Public Works Director</u>	Title <u>President</u>

P.O. Box 370
Business Address

Lake Ozark, MO 65049
City-state

Kathy Vance, City Clerk
Attest
Secretary: if corporation

Seal

