

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

BILL NO.: 2024-02

ORDINANCE NO.: 2024-02

***AN ORDINANCE APPROVING A CONTRACT WITH CAPITAL PAVING &
CONSTRUCTION, LLC FOR MILLING AND PAVING A PORTION OF BANGELL
DAM BOULEVARD***

WHEREAS, the City of Lake Ozark has solicited bids and received a proposal from for road milling and resurfacing work on a portion of Bagnell Dam Boulevard; and,

WHEREAS, the City's project engineer has reviewed the bids and determined that Capital Paving & Construction, LLC is the lowest qualified bidder for the project; and,

WHEREAS, attached hereto as Exhibit 1 is a copy of the contract with Capital Paving and Construction, LLC for the milling and overlay work for the portion of Bagnell Dam Boulevard 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 Capital Paving and Construction, 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

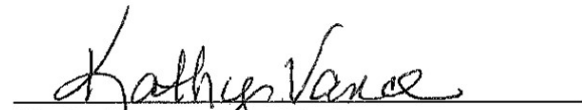
DULY READ AND APPROVED THIS 23rd DAY OF JANUARY 2024.

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

PROJECT #23241 CITY OF LAKE OZARK - 2023 BAGNELL DAM BLVD MILL AND OVERLAY

This Agreement, made this 23rd day of Jan. in the year Two Thousand Twenty-Four by and between Capital Paving, hereinafter called the contractor, and the City of Lake Ozark, hereinafter called the City.

Now therefore, the contractor and the City, for consideration in the amount of \$ 594,952.¹⁶ agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and everything else necessary to perform, and shall perform in accordance with the specifications and terms of this contract, all work incidental to the supply and installation of preparatory work, traffic control, 2" mill and overlay of Bagnell Dam Boulevard, and installation of new pavement markings within the City of Lake Ozark. The work must meet the requirements of the City of Lake Ozark. (Equipment to include all the necessary tools to accomplish this installation including but not limited to: pneumatic, tools, materials, labor and everything else that will be needed to accomplish this project.)

ARTICLE 2. TIME OF COMPLETION:

The contractor shall commence work within seven (15) days after the date of written notice from the City Public Works Director to begin work and shall fully complete all work under this contract in **thirty (30) calendar days**. The rate of progress and the time of completion being essential conditions of this contract.

City and Contractor recognize time is of the essence of this agreement and that City will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed. City and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay City, One Thousand dollars (\$ 1,000.00) for each and every calendar day of each section that expires following the time specified above for completion of the work.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed.

ARTICLE 4. GUARANTEE:

The contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the City that said replacements are required, the contractor shall at once make the same as directed and at his own expenses. If the contractor does not proceed with such replacements within five days after receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the City Public Works Director within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor. This estimate shall be based on actual quantities measured and accepted under this contract as shown in the Bid Form.

ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Proposal, and Specifications together with this Agreement form the Contract.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in three (3) original counterparts as of the day and year first above written.

CONTRACTOR _____

BY _____

TITLE _____

ATTEST _____

CITY OF LAKE OZARK, MISSOURI

M B Michael

Matt Michael, Public Works Director

Kathleen Vance

ATTEST:

KATHLEEN VANCE, CITY CLERK

