

BILL NO. 52

ORDINANCE NO. 2023-52

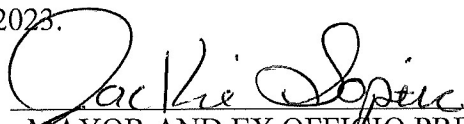
AN ORDINANCE OF THE CITY OF TRENTON, MISSOURI APPROVING A CONTRACT BY AND BETWEEN THE CITY OF TRENTON, MISSOURI AND SMICO CONTRACTING GROUP, LLC FOR RIVER PUMP STATION IMPROVEMENTS AND AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF TRENTON, MISSOURI, TO EXECUTE THE SAME BY AND ON BEHALF OF SAID CITY.

BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF TRENTON, MISSOURI, AS FOLLOWS, TO WIT:

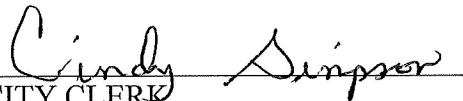
Section 1. The Mayor and City Clerk of the City of Trenton, Missouri, are hereby authorized and directed to execute said contract, a copy of which is attached hereto as Exhibit "A", for river pump station improvements in Trenton, Missouri between SMICO Contracting Group, LLC, and the City of Trenton in and on behalf of the City of Trenton, Missouri.

Section 2. This Ordinance shall be in full force and effect immediately from and after its passage and approval.

PASSED this 23 day of October, 2023.

  
MAYOR AND EX OFFICIO PRESIDENT  
OF THE CITY COUNCIL OF THE CITY  
OF TRENTON, MISSOURI

ATTEST:

  
CITY CLERK

APPROVED this 23 day of October, 2023.

  
MAYOR OF THE CITY OF TRENTON,  
MISSOURI

ATTEST:

  
CITY CLERK

## CONTRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between City of Trenton, Missouri, hereinafter called "Owner" and Smico Contracting Group, LLC, hereinafter called "Contractor" organized and existing under the laws of the State of Missouri doing business as ( )Individual ( )Corporation ( )Partnership ( )Joint Venture (X)Limited Liability Company (indicate as applicable).

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The Contractor will commence and complete the construction of:  
River Pump Station Improvements
2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the work required by the Contract Documents within 15 calendar days after the date of the Notice to Proceed. The Work shall be substantially completed within 180 calendar days and completed and ready for final payment within 210 calendar days after the Notice to Proceed, unless the period for completion is extended otherwise by the Contract Documents.
4. Owner and Contractor recognize that time is of the essence and that the Owner will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by Owner if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner Three Hundred Fifty Dollars (\$350) for each day that expires after the time specified above in Paragraph 3 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3 for completion and readiness for final payment or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty (\$250) for each day that expires after the time specified for completion and readiness for final payment.

Exhibit A

5. The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms therein for the sum of (in words and figures):

**One Hundred Eighty-Three Thousand Nine Hundred Twelve Dollars \$ 183,912.00**

6. The term "Contract Documents" means and includes the following: Advertisement for Bids; Information to Bidders (Bid & Bid Bond); Contract Agreement; General Conditions; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order; Prevailing Wage Determination, All Certifications and Affidavits; Drawings and Specifications prepared by Allstate Consultants LLC, dated August 2023; and Addenda

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20 \_\_\_\_\_

No. \_\_\_\_\_ Dated \_\_\_\_\_, 20 \_\_\_\_\_

7. The Owner will pay to the Contractor in the manner and at such times as forth in the General Conditions such amounts as required by the Contract Documents.
8. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in 4 copies each of which shall be deemed an original on the date first above written.

OWNER:

City of Trenton, Missouri

(SEAL)

Signature \_\_\_\_\_

ATTEST:

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

CONTRACTOR:

Smico Contracting Group, LLC

(SEAL)

Signature \_\_\_\_\_

ATTEST:

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address: P.O. Box 563  
Odessa, Missouri 64076

Employer Identification Number:

\_\_\_\_\_