



City of Ashland, Missouri
Special Meeting Agenda
Board of Aldermen
Noon, Wednesday, June 28, 2023

MEETING WILL BE HELD VIA ZOOM AT THE FOLLOWING LINK:

Join Zoom Meeting

<https://us02web.zoom.us/j/83483669249?pwd=RVgxMkRXM0FhWGJiK01kQk1FN2Ywdz09>

Meeting ID: 834 8366 9249

Passcode: 631022

I. INTRODUCTORY ITEMS

Roll Call

Approval of the Agenda

II. NEW BUSINESS

- a. A resolution of the Board of Aldermen of Ashland, Missouri, authorizing the Mayor to execute the contract documents with M & M Landscaping and Construction LLC for the Water Line and Street Improvement Project

III. ADJOURNMENT

RESOLUTION: JUNE 28, 2023

A RESOLUTION OF THE BOARD OF ALDERMEN OF ASHLAND, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT DOCUMENTS WITH M & M LANDSCAPING AND CONSTRUCTION, LLC. FOR THE WATER LINE AND STREET IMPROVEMENTS

WHEREAS, the City of Ashland approved the Notice to Award to M & M Landscaping and Construction, LLC for the waterline and street improvement project for Laurel Lane, Wilson Lane and Main Street on June 06, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF ASHLAND:

Section 1. The Board of Aldermen of Ashland hereby awards the bid to M & M LANDSCAPING AND CONSTRUCTION, LLC. for the South Main Street waterline and resurfacing project in the amount of \$679,444.40 for Bid Option 1, and authorizes and directs the Mayor, or his/her designee, to execute a contract with M & M LANDSCAPING AND CONSTRUCTION, LLC. consistent with their bid and in a form approved by the City Attorney.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED by the Board of Aldermen of Ashland, Missouri, this 28th day of June 2023.

Dorise Slinker, Mayor

ATTEST:

Darla Sapp, City Clerk

APPROVED AS TO FORM:

Todd Smith, City Attorney

CONTRACT AGREEMENT

THIS AGREEMENT, made this 12th day of June, 2023, by and between City of Ashland, Missouri, hereinafter called "Owner" and M & M Landscaping and Construction, LLC dba MMLC, 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 Water Line and Street Improvements Project: Laurel Lane, Wilson Lane, and Main Street Ashland, Missouri
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 and will complete the same within 150 consecutive calendar days unless the period for completion is extended otherwise by the Contract Documents. The Contractor further agrees to pay liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.
4. 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):
Six Hundred Seventy-Nine Thousand Six Hundred Forty-Four and 40/100 Dollars \$ 679,644.40
5. 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 March 24, 2023; and Addenda
No. 1 Dated May 17, 2023
No. _____ Dated _____, 20____
No. _____ Dated _____, 20____

6. 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.
7. 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 Ashland, Missouri

(SEAL)

Signature _____

ATTEST:

Print Name _____

Print Name _____

Title Mayor

Title City Clerk

CONTRACTOR:

M & M Landscaping and Construction, LLC
dba MMLC, LLC

(SEAL)

Signature [Handwritten Signature]

ATTEST: [Handwritten Signature]

Print Name Heather D Masters

Print Name MARY MASTERS

Title Managing Member

Title Member

Address 10109 Jones Rd.

Eugene, MO 65032

Employer Identification Number

26-0076552