

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH **MARTIN C. HECK BRICK CONTRACTING COMPANY** FOR MASON AND STONE WORK, AND RELATED ITEMS, IN SUPPORT OF THE RESTORATION AND PRESERVATION OF THE WPA WALL AT OLD POND SCHOOL BUILDING. (WARD ONE)

WHEREAS, over the years, since its opening for public use in 2006, the Old Pond School has undergone a number of improvements, which has been wonderfully supported by the community and the City Council, since the building and property were donated to Wildwood for its preservation and reuse in 2000; and

WHEREAS, one (1) component of this historic site is the stone wall that defines the frontage and certain sides of the property that was completed by the Works Progress Administration (WPA) during the Great Depression years of the 1930's; and

WHEREAS, this wall has an equal or greater historic significance to the school itself and is experiencing deterioration from freeze-thaw cycles and many of the stones are popping out of the mortar that collectively holds them in place or splintering in place, creating gaps in the pattern of it; and

WHEREAS, a contractor, with expertise in this type of work, i.e., historic stone and mortar wall, has submitted a proposal for the completion of this project and the cost associated with it is consistent with the difficulty of working with this type of material and site conditions; and

WHEREAS, the extent of this work was not submitted for the typical bidding processes due to the specific nature of the work, complexity of the project, and difficulty in providing a specific cost relating to this specialized labor; and

WHEREAS, the Planning and Parks Committee of City Council was presented this matter and agreed to proceed forward to City Council with a positive recommendation regarding the work on the historic wall, the manner of the proposal, and the cost component, recognizing the Historic Preservation Commission (HPC) had made this matter a priority of it for 2019; and

WHEREAS, the preservation of a historically significant structure that is located on this property will help memorialize the culture and tradition of the community, while offering an opportunity to the community to better understand this area's rich history.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AS FOLLOWS:

Section One. The City of Wildwood's City Council hereby authorizes the Mayor of the City of Wildwood to execute a contract on behalf of the City with **Martin C. Heck Brick Contracting Company**, substantially in the form of the attached proposal hereto and shall not to exceed thirty-two thousand dollars (\$32,000.00) in aggregate cost or liability to the City.

Section Two. The City Council hereby acknowledges the required bidding processes of the Municipal Code are hereby waived in this specific instance due to the unusual nature of the type, extent, and location of the contracted work and authorizes this action in accord with the conditions and requirements of the attached agreement.

Section Three. This ordinance shall be effective upon passage and approval.

This Bill was passed and approved this _____ day of February 2019, by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

Presiding Officer

The Honorable James R. Bowlin, Mayor

ATTEST:

Amanda Foster, City Clerk

Amanda Foster, City Clerk

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City-Contractor Agreement "Agreement" is made and entered into this _____ day of **February 2019**, by and between the **City of Wildwood, Missouri** (hereinafter called the "City") and **Martin C. Heck Brick Contracting Company**, with offices located at **1090 Corisande Hills Road, Fenton, Missouri 63026** (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City, for the consideration set forth herein, agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents, hereby placed on file with the City Clerk, consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Agreement, which together with this Agreement form the entire agreement, obligations and duties of the parties, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the "Work") and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents, and that it is free to perform all such Work and

is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. All Work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading, construction and zoning ordinances of the City.

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed here under shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor. Working days for the completion of the Work have been established. The count of working days will start on the date the Contractor starts any construction operations on this project and all Work shall be completed within the working days specified below.

Calendar Days : **No Later than April 30, 2019 (5:00 p.m. (CST))**

Should the Contractor, or in case of default, the surety, fail to complete the Work within the working days or the completion date specified, whichever occurs first, a deduction of the amount stipulated in Article V will be made for each day that the Work remains uncompleted.

ARTICLE IV.

The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of **Thirty-One Thousand Eight Hundred Fifty-Six Dollars (\$31,856.00 - the "Contract Sum")** based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner: