

BILL NO. 4565

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BALES CONCRETE OF STE. GENEVIEVE, MISSOURI FOR THE INDIVIDUAL PROPERTY OWNER CONCRETE SIDEWALK REPLACEMENT AGREEMENT IN AN AMOUNT OF \$62.83 PER LINEAR FOOT.

WHEREAS, the City of Ste. Genevieve (“City”) is looking to improve the sidewalk system for pedestrian transportation in areas where the sidewalks are in disrepair; and

WHEREAS, the City has a need to repair and replace individual property owner’s sidewalks where they have declined to fix the issues after proper notifications; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve believes it to be in the best interests of the City to enter into the “Owner-Contractor Agreement” (Exhibit “A”) adopted by reference in this Ordinance with Bales Concrete to repair damaged sidewalks along individual property owner locations.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The proposal submitted by Bales Concrete, LLC of Ste. Genevieve, Missouri, is hereby accepted and the contract at a cost of **\$62.83 PER LINEAR FOOT** is hereby approved in substantially the form of Exhibit “A” hereto. The Mayor is hereby authorized and directed to execute and deliver the contract/agreement on behalf of the City. City staff is directed to utilize the contractor for sidewalks determined to be in need of repair per Section 520.100 of the Municipal Code.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 3. REPEALER. All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

VOTE

**ALDERMAN GARY SMITH
ALDERWOMAN KRISTI CLEGHORN
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JEFF EYDMANN
ALDERMAN MICHAEL RANEY
ALDERMAN JOE STEIGER
ALDERMAN JOE PRINCE**

___ YES ___ NO ___ ABSENT

APPROVED TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20__, by and between the **City of Ste. Genevieve**, a municipal corporation (hereinafter called the "Owner") and **Bales Concrete LLC**, 440 Oak Dr., Ste. Genevieve, Missouri, (hereinafter called the "Contractor").

The project is identified as the Individual Property Owner Concrete Sidewalk Replacement Project, located at various sites in the City of Ste. Genevieve, (hereinafter called "Project").

WITNESSETH:

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

ARTICLE I

The Contract Documents

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement), all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

ARTICLE II

Scope of Work

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by the Contract Documents or reasonably inferable there from, for the complete construction of the project. The Contractor represents and warrants that they have special skills which qualify them to perform the Work in accordance with the Contract and that they are 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.

ARTICLE III

Time of Completion

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor and shall be substantially completed within **Thirty (30)** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$50** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV

The Contract Sum and Payments

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of **\$62.83 per linear foot**, subject to additions and deductions as provided in the Contract and Bid Documents. The bid documents as accepted by the City are attached for reference. Based upon proper application, final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed. The price is subject to the MoDOT Price Index as published for the period of construction.

ARTICLE V

Performance of the Work

(a) The Contractor is on call for this work and will work into the schedule the sidewalk replacement(s) as directed by the City. If the Contractor falls behind for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the Owner for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the Owner shall have agreed in writing to

reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

(b) Notwithstanding the foregoing Paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the Owner, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather may constitute a cause for granting an extension of time.

(d) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The Owner may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the Owner in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay, the provisions of Paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the Owner, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders which the Contractor is a party and which relate to the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to

discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence

Umbrella Liability \$3,000,000 each occurrence
\$3,000,000 aggregate

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death: \$1,000,000 each person
\$1,000,000 each occurrence

Property Damage: \$1,000,000 each accident

(d) Personal and ADV Injury

Including Death: \$1,000,000 each occurrence
\$2,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "**The City of Ste. Genevieve and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project.**"

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

By _____
City of Ste. Genevieve

Title _____ Mayor _____

Brian Keim
(Print Name)

Title

By _____
"Contractor"

ARTICLE X

Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Bid Form Proposal

Ste. Genevieve Fire Department

Ken Steiger Fire Chief
165 South 4th. Street
Ste. Genevieve, Mo. 63670

Phone: 573-883-5400 City Hall
Phone: 573-883-5321 Fire House
Fax: 573-883-8081 Fire House
Email: sgfd7101@gmail.com
Cell Phone: 573-883-0615

Memorandum

To: Happy Welch, City Administrator
From: Ken Steiger, Fire Chief
Cc: File
Date: May 7, 2023

Subject: Request for Approval to Purchase the State Approved radios from the 2022 DPS Radio Grant

Happy,

As I mentioned to you before there was a complication with the radio quote/contract after the council approved the ordinance to purchase the radios. The quote the radio guy gave me was only for 3 days. All he could do was apologize for his mistake. The ordinance was approved, allowing the purchase not to exceed \$38,141.94. The current quote/contract price is \$41,806.50. I have contacted the regional grant contact person and was informed that our grant was approved up to \$42,138.80. She advises that if the city is OK with the increased price that I am still good to go on this grant and will still not need any additional funding from the city. I am not sure of the next step if I need to request the counsel amends the current ordinance or request a new ordinance.

This memo is to request BOA approval to purchase six(6) Motorola APX8500 Mobile radios from the Johnson County MO. Contract #21810 for \$41,806.50. This is a second round of radios grants to upgrade our mobile radios for the fire department.

This purchase is the result of a successful/funded grant request and will be fully funded by the grant program. No additional funding is being requested.

I have supplied a copy of the Contract for your review.

Regards

Ken Steiger

Ken Steiger, Fire Chief

BILL NO. 4566

ORDINANCE NO.

**AN ORDINANCE AMENDING THE PURCHASE OF NEW STATE APPROVED
MOBILE RADIOS FOR THE FIRE DEPARTMENT FROM MOTOROLA
SOLUTIONS/WIRELESS USA**

WHEREAS, the City of Ste. Genevieve Fire Department needs to upgrade their mobile radios and match existing for compatibility; and

WHEREAS, the City of Ste. Genevieve Fire Department applied for a grant from the 2022 DPS Radio Grant; and

WHEREAS, the City of Ste. Genevieve Fire Department received notification of the award of the 2022 DPS Radio Grant in an amount not to exceed \$42,138.80; and

WHEREAS, the City of Ste. Genevieve wishes to accept the attached proposal from Motorola Solutions Quote -2137094 attached as Exhibit "A" for the purchase of the radios.

BE IT THEREFORE, ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF STE. GENEVIEVE, MISSOURI AS FOLLOWS:

SECTION 1. The Board of Aldermen hereby approves the purchase of six (6) Motorola APX8500 Mobile radios from Motorola Solutions/Wireless USA per contract #21810 for \$41,806.50 to upgrade the mobile radios for the Ste. Genevieve Fire Department.

SECTION 2. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage by the Board of Aldermen.

SECTION 3. REPEALER. All ordinances and parts thereof that are in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 4. SEVERABILITY. The invalidity of any section, sentence, or provision of this ordinance shall not affect the validity of any part of this ordinance which can be given effect without such invalid part or parts.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

**PASSED AND APPROVED THIS ____ DAY OF _____, 20__ BY A ROLL
CALL VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:**

VOTE

**ALDERMAN GARY SMITH
ALDERWOMAN KRISTI CLEGHORN
ALDERMAN BOB DONOVAN
ALDERMAN ERIC BENNETT
ALDERMAN JOE PRINCE
ALDERMAN JEFF EYDMANN
ALDERMAN MIKE RANEY
ALDERMAN JOE STEIGER**

Yes **No** **Absent**

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

SEAL

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



STE GENEVIEVE FIRE DEPARTMENT

04/21/2023

04/21/2023

Dear Ken Steiger,

Motorola Solutions is pleased to present STE GENEVIEVE FIRE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide STE GENEVIEVE FIRE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Jim Sheehan at jim.sheehan@wirelessusa.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Jim Sheehan

Motorola Solutions Manufacturer's Representative

Shipping Address:
 STE GENEVIEVE FIRE
 DEPARTMENT
 165 SOUTH FOURTH STREET
 SAINTE GENEVIEVE, MO 63670
 US

Quote Date:04/21/2023
 Expiration Date:07/20/2023
 Quote Created By:
 Jim Sheehan
 jim.sheehan@wirelessusa.com

End Customer:
 STE GENEVIEVE FIRE DEPARTMENT
 Ken Steiger
 sgfd7101@gmail.com
 573.883.5321

Contract: 21810 - JOHNSON COUNTY
 (KS)
 Payment Terms:30 NET

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	6	\$5,893.68	\$3,536.21	\$21,217.26
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6	\$6.00	\$3.60	\$21.60
1b	G51AT	ENH:SMARTZONE	6	\$1,650.00	\$990.00	\$5,940.00
1c	GA05509AA	DEL: DELETE UHF BAND	6	-\$800.00	-\$480.00	-\$2,880.00
1d	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
1e	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL	6	\$0.00	\$0.00	\$0.00
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	6	\$66.00	\$39.60	\$237.60
1g	G843AH	ADD: AES ENCRYPTION AND ADP	6	\$523.00	\$313.80	\$1,882.80
1h	G89AC	ADD: NO RF ANTENNA NEEDED	6	\$0.00	\$0.00	\$0.00
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800