

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 (hereinafter called the "Owner") and Vern Bauman Contracting, 21471 Highway 32, Ste. Genevieve, MO 63670, (hereinafter called the "Contractor").

The project is identified as the Blain Street Water Tank Removal, located at 1380 Market St. 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 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 he has special skills which qualify him to perform the Work in accordance with the Contract and that he 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.

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 be completed by August 31, 2023.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$100** 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 **thirty-five thousand, two hundred forty dollars & no cents (\$35,240.00)** subject to additions and deductions as provided in the Contract Documents. Based upon completion, final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V

Performance of the Work

(a) Within 45 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) If the Contractor falls behind the Construction Schedule 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 in accordance with the Construction Schedule 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 in the Construction Schedule, 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 and the Construction Schedule 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 \$2,000,000.

(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."**

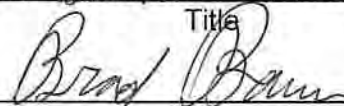
The proposal dated March 27, 2023 becomes a part of the contract documents.

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

City of Ste. Genevieve

By _____

Mayor Brian Keim
(Print Name)

BRAD BAUMAN PRESIDENT
Title
By 
"Contractor"

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: May 25, 2023

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

BILL NO. 4568

ORDINANCE NO.

**AN ORDINANCE AMENDING THE CITY OF STE. GENEVIEVE MUNICIPAL
CODE OF ORDINANCES SECTION 715.050 B. BILLING AND DELINQUENCY
AS SET FORTH BELOW**

WHEREAS, the Board of Aldermen ("Board") discussed at the May 11 Work Session the rate charged by the city for late payment of a water bill; and

WHEREAS, the Board felt the current rate of 15% is excessive; and

WHEREAS, a short list of neighboring water providers showed a delinquent rate less than Ste. Genevieve; and

WHEREAS, the Board determined that a rate of five percent (5%) would be adequate to encourage residents to pay their bills before the fifteen (15) day delinquency; and

WHEREAS, the Board believes these changes are in the best interests of the City of Ste. Genevieve and recommend adopting.

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

SECTION 1. Chapter 715.050 Billing and Delinquency B. is hereby removed and replaced with the following:

B. A late payment penalty of five percent (5%) of the user charge bill will be added to each delinquent bill for each fifteen (15) days of delinquency. When any bill is thirty (30) days in default, water service to such premises shall be discontinued until such bill is paid following due notice and opportunity for hearing. Reconnection fees shall be paid by the customer.

SECTION 2. EFFECTIVE DATE: This ordinance shall be in full force and effect from and after its date of passage and codified in the Municipal Code of Ordinances.

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

SECTION 4. SEVERABILITY: The invalidity of any section, clause, sentence or provision of this ordinance shall be given effect without such invalid part or parts.

DATE OF FIRST READING: May 25, 2023

DATE OF SECOND READING: _____

**PASSED AND APPROVED THIS ____ DAY OF _____, 2023 BY A ROLL CALL
VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:**

VOTE

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

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

Progress Parkway Crack Seal BID OPENING

6/1/2023

Name	Address	Bid Amount
Jokerst, Inc.	16444 Hwy 32 Ste. Gen. MO	\$5,963. ⁰⁰
Zell Pro	11639 Bauman Rd Ste. Gen. MO	\$10,734. ⁰⁰

Those present for the bid:


Pam Meyer

BILL NO. 4569

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH DONZE CONSTRUCTION, INC. OF STE. GENEVIEVE, MISSOURI FOR THE CITY HALL REMODEL IN AN AMOUNT OF \$349,541.00.

WHEREAS, the City of Ste. Genevieve ("CITY") has a need to contract with a qualified contractor for the "City Hall/Boardroom Remodel"; and

WHEREAS, the City budgeted for the remodel of City Hall & the Boardroom and advertised the bid requests in The Herald newspaper; and

WHEREAS, three bids were opened on May 16 and read aloud; and

WHEREAS, the bids were presented to the Board of Aldermen on May25, 2023 with the low bid being Donze Construction; and

WHEREAS, the Board accepted the bid proposal with the alternates included from Donze Construction, Inc.; and

WHEREAS, the Board now wishes and believe it to be in the best interest of the city to enter into an Owner-Contractor Agreement for the remodeling construction of the City Hall/Boardroom.

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

SECTION 1. The Board of Aldermen hereby approve the Owner/Contractor Agreement with Donze Construction, Inc. of Ste. Genevieve, Missouri for the remodeling of City Hall offices and Boardroom in the amount of **three hundred forty nine thousand five hundred and forty one dollars (\$349,541.00)**; and is hereby approved in substantially the form of Exhibit "A" attached hereto.

Section 2. The Mayor is authorized and directed to execute and deliver the contract agreement on behalf of the City.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 4. 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: _____.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023 BY A ROLL
CALL VOTE AS FOLLOWS:

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



AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-sixth day of May in the year Two Thousand Twenty-three
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Ste. Genevieve, MO
165 S 4th Street
Ste. Genevieve, MO 63670

and the Contractor:
(Name, legal status, address and other information)

Donze Construction, Inc.
755 North 3rd Street
Ste. Genevieve, MO 63670
Telephone Number: (573) 883-3220

for the following Project:
(Name, location and detailed description)

Ste. Genevieve City Hall Remodel
Ste. Genevieve, MO
Interior Remodel of existing City Hall Offices and Council Meeting Chambers

The Architect:
(Name, legal status, address and other information)

Steven J Bacon, Bacon Commercial Design LLC
PO Box 605
Crystal City, MO 63019
Telephone Number: (636) 933-0007

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

to be mutually agreed when Owner resolves move out schedule

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

Init.

(Check one of the following boxes and complete the necessary information.)

☒ Not later than One Hundred Eighty (180) calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Forty-six Thousand Two Hundred Eighty-one Dollars and Zero Cents (\$ 346,281.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
#1 Remove existing glass block from south exterior wall of Council Chamber, multiple instances; prepare the openings for new window units; furnish and install new window units: ADD	\$4,540.00	Owner Discretion
#2 Provide Pex type water piping in lieu of copper pipe specified, pending acceptance by local AHJ; DEDUCT	\$1,280.00	Owner Discretion

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Init.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the OWNER not later than the Last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 25th day of the next month. If an Application for Payment is received by the OWNER after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

Init.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

five percent

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

na

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

na

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

na

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

0.75 % per month

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

In the event either party to this agreement is required to bring any action at law or in equity against the other party to enforce any terms of this agreement, the prevailing party shall be entitled to payment of that party's reasonable attorney fees and costs as they may be determined by the court.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Happy Welch, City Administrator
165 South 4th Street
Ste. Genevieve, MO 63670
Telephone Number: (573) 883-5400

Init.

Email Address: hwelch@stegenevieve.org

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Jim Donze
755 North 3rd Street
Ste. Genevieve, MO 63670
(573) 883-3220

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

- .5 Drawings

Init.

Number	Title	Date
G-1	Cover, General & Code Information	ALL DATED
D-1	Selective Demolition Plan	4/17/2023
A-1	1st Floor Plan; Sections	
A-2	New Ceiling Plan	
A-3	Partition & Exterior Wall Details	
A-4	Enlarged Plans; Interior Elevations	
A-5	Finish Plan, Schedules	
MEP 1.0	General Plumbing & HVAC Information	ALL DATED
MEP 1.1	General Electrical Information	4/12/2023
MEP 1.2	Specifications	
MEP 1.3	Specifications	
M 1.0	HVAC Modifications Plan	
M 1.1	HVAC Details	
M 1.2	HVAC Schedules	
P 1.0	Domestic Water/DWV Plans	
E 1.0	Lighting Plan	
E 1.2	Power/Data Plan	
E 1.3	Lighting Schedule/Details	

.6 Specifications

Section	Title	Date	Pages
	See Table of Contents Appended		

.7 Addenda, if any:

Number	Date	Pages
One	May 9, 2023	3
Two	May 11, 2023	1

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[NA] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[] The Sustainability Plan:

Title	Date	Pages
-------	------	-------

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	See Specifications		

.9 Other documents, if any, listed below:

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:40:25 CT on 05/31/2023 under Order No.2114439801 which expires on 05/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiacontracts.com.

User Notes:

(3B9ADA34)

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Brian Keim, Mayor

(Printed name and title)

CONTRACTOR (Signature)

James Donze, President

(Printed name and title)

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 14:40:25 CT on 05/31/2023 under Order No.2114439801 which expires on 05/30/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(3B9ADA34)

BILL NO. 4570

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOKERST, INC. FOR THE WATER MAIN IMPROVEMENTS PROJECT NO. 23-9450" IN AN AMOUNT OF \$342,604.65

WHEREAS, the City of Ste. Genevieve ("City") has a need to contract with a qualified contractor for the "WATER MAIN IMPROVEMENTS PROJECT NO. 23-9450"; and

WHEREAS, the City advertised for bids in *The Herald* newspaper and received a total of three (3) proposals for the project, a copy of which is attached as Exhibit "A" that were opened and read aloud on May 11, 2023; and

WHEREAS, the City accepted the low bid from Jokerst, Inc. in the amount of \$342,604.65 at the Board of Aldermen Meeting held on May 25, 2023; and

WHEREAS, the Board of Aldermen of the City of Ste. Genevieve believe it to be in the best interests of the City to enter into the "Owner-Contractor Agreement", (Exhibit "B") incorporated by reference in this Ordinance to execute the "Water Main Improvements Project No. 23-9450".

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

SECTION 1. The Owner-Contractor Agreement with Jokerst, Inc. of Ste. Genevieve, Missouri, for the amount of **three hundred forty-two thousand six hundred four dollars and sixty-five cents (\$342,604.65)** is hereby approved in substantially the form of Exhibit "B" attached hereto, to execute the "Water Main Improvements Project No. 23-9450".

SECTION 2. The Mayor is hereby authorized and directed to execute and deliver the agreement on behalf of the City.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 4. 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: _____

PASSED AND APPROVED BY THE BOARD OF ALDERMEN THIS ____ DAY OF _____, 2023 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

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

___ YES ___ NO ___ ABSENT

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

CITY OF STE. GENEVIEVE
WATER MAIN IMPROVEMENTS
BID TABULATION SHEET

Project No. 23-9450
Bid Date: May 11, 2023, 2:00PM

Item	Description	Unit	Quantity	Engineer's Estimate		Jowers, Inc.		PCX Construction, LLC		J.W. Bommarto Const.	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits, Insurance, and Bonds	LS	1	\$11,500.00	\$11,500.00	\$8,500.00	\$8,500.00	\$30,000.00	\$30,000.00	\$13,356.00	\$13,356.00
2	Abandoned Booster Station Vault to be Filled with Flowable Fill	LS	1	\$2,500.00	\$2,500.00	\$1,146.00	\$1,146.00	\$3,000.00	\$3,000.00	\$10,311.00	\$10,311.00
3	8-inch Diameter SDR 21 Class 200 PVC Water Main, In Open-Cut Trench	LF	1219	\$50.00	\$60,950.00	\$51.75	\$63,083.25	\$50.00	\$60,950.00	\$64.00	\$78,016.00
4	Removal and Disposal of Excavated Materials	CY	388	\$35.00	\$13,580.00	\$23.75	\$9,215.00	\$42.00	\$16,296.00	\$66.00	\$25,608.00
5	Detail A	EA	1	\$5,100.00	\$5,100.00	\$5,331.00	\$5,331.00	\$11,000.00	\$11,000.00	\$12,428.00	\$12,428.00
6	Detail B	EA	1	\$6,000.00	\$6,000.00	\$4,510.00	\$4,510.00	\$11,000.00	\$11,000.00	\$11,692.00	\$11,692.00
7	Detail C	EA	1	\$11,500.00	\$11,500.00	\$9,554.00	\$9,554.00	\$16,600.00	\$16,600.00	\$16,009.00	\$16,009.00
8	Detail D	EA	1	\$7,000.00	\$7,000.00	\$6,025.00	\$6,025.00	\$14,700.00	\$14,700.00	\$13,147.00	\$13,147.00
9	Detail E	EA	1	\$4,500.00	\$4,500.00	\$4,235.00	\$4,235.00	\$9,900.00	\$9,900.00	\$11,427.00	\$11,427.00
10	Detail F	EA	1	\$6,000.00	\$6,000.00	\$6,685.00	\$6,685.00	\$14,900.00	\$14,900.00	\$13,131.00	\$13,131.00
11	8-Inch 45° M J Bend	EA	5	\$700.00	\$3,500.00	\$370.00	\$1,850.00	\$1,100.00	\$5,500.00	\$463.00	\$2,315.00
12	8-Inch 22.5° M J Bend	EA	1	\$700.00	\$700.00	\$700.00	\$700.00	\$1,300.00	\$1,300.00	\$454.00	\$454.00
13	8-Inch M J Gate Valve	EA	2	\$2,000.00	\$4,000.00	\$1,612.50	\$3,225.00	\$2,050.00	\$4,100.00	\$1,667.00	\$3,334.00
14	4-Inch M J Plug	EA	2	\$500.00	\$1,000.00	\$510.00	\$1,020.00	\$1,290.00	\$2,580.00	\$883.00	\$1,766.00
15	4"x4"x4" M J Tee & Repair Sleeve for Existing Fire Hydrant (On 3rd Street)	EA	1	\$1,500.00	\$1,500.00	\$2,135.00	\$2,135.00	\$4,250.00	\$4,250.00	\$645.00	\$645.00
16	Existing Hydrant Removal	EA	1	\$1,000.00	\$1,000.00	\$215.00	\$215.00	\$1,240.00	\$1,240.00	\$2,067.00	\$2,067.00
17	Fire Hydrant Assembly	EA	1	\$6,000.00	\$6,000.00	\$6,085.00	\$6,085.00	\$10,400.00	\$10,400.00	\$8,796.00	\$8,796.00
18	6-Inch Diameter Water Service Transfer (In Asphalt Roadway)	EA	24	\$1,500.00	\$36,000.00	\$962.50	\$23,100.00	\$1,400.00	\$33,600.00	\$2,480.00	\$59,520.00
19	Compacted Granular Backfill	TON	629	\$30.00	\$18,870.00	\$16.25	\$10,221.25	\$8.00	\$5,032.00	\$27.00	\$16,983.00
20	Asphalt Pavement Repair	SY	333	\$150.00	\$49,950.00	\$24.85	\$8,275.05	\$44.00	\$14,652.00	\$75.00	\$24,975.00
Total Base Bid					<u>\$251,150.00</u>		<u>\$175,110.35</u>		<u>\$271,000.00</u>		<u>\$323,980.00</u>

Alternate No. 1 (Claymont Drive)

Item	Description	Unit	Quantity	Engineer's Estimate		Johnerst, Inc.		PCF Construction, LLC		J.W. Bannister Const.	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits, Insurance and Bonds	LS	1	\$11,500.00	\$11,500.00	\$3,000.00	\$3,000.00	\$8,600.00	\$8,600.00	\$8,146.00	\$8,146.00
2	8-inch Diameter SDR 21 Class 200 PVC Water Main, In Open-Cut Trench	LF	319	\$50.00	\$15,950.00	\$54.79	\$17,465.29	\$80.00	\$25,520.00	\$88.00	\$28,072.00
3	Removal and Disposal of Excavated Materials	CY	13	\$35.00	\$455.00	\$40.50	\$526.50	\$50.00	\$650.00	\$75.00	\$975.00
4	Detail G	EA	1	\$10,500.00	\$10,500.00	\$8,167.00	\$8,167.00	\$12,600.00	\$12,600.00	\$15,244.00	\$15,244.00
5	6-inch 45° M.J. Bend	EA	3	\$700.00	\$2,100.00	\$934.00	\$2,802.00	\$640.00	\$1,920.00	\$463.00	\$1,389.00
6	4-inch M.J. Plug	EA	1	\$500.00	\$500.00	\$965.00	\$965.00	\$590.00	\$590.00	\$861.00	\$861.00
7	Terminal Fire Hydrant Assembly	EA	1	\$6,000.00	\$6,000.00	\$6,125.00	\$6,125.00	\$8,630.00	\$8,630.00	\$6,796.00	\$6,796.00
8	¾-inch Diameter Water Service Transfer (Same Side of Road)	EA	6	\$1,500.00	\$9,000.00	\$834.00	\$5,004.00	\$1,660.00	\$9,960.00	\$2,795.00	\$16,770.00
9	¾-inch Diameter Water Service Transfer (With Road Crossing by Directional Bore Method)	EA	1	\$3,500.00	\$3,500.00	\$3,766.00	\$3,766.00	\$2,680.00	\$2,680.00	\$4,165.00	\$4,165.00
10	1-inch Diameter Water Service Transfer (With Road Crossing by Directional Bore Method)	EA	1	\$4,500.00	\$4,500.00	\$2,838.00	\$2,838.00	\$2,720.00	\$2,720.00	\$5,120.00	\$5,120.00
11	Compacted Granular Backfill	TON	21	\$30.00	\$630.00	\$19.00	\$399.00	\$10.00	\$210.00	\$27.00	\$567.00
12	Concrete Pavement Repair	SY	54	\$200.00	\$10,800.00	\$102.50	\$5,535.00	\$180.00	\$9,720.00	\$242.00	\$13,068.00
13	Finish Grading and Seeding	AC	0.1	\$10,000.00	\$1,000.00	\$23,500.00	\$2,350.00	\$22,000.00	\$2,200.00	\$39,921.00	\$3,992.10
Total Bid Alternate No. 1					\$76,435.00		\$59,942.75		\$96,000.00		\$195,165.10

Bid Alternate No. 2 (Oakwood Drive)

Item	Description	Unit	Quantity	Engineer's Estimate		Jokerst, Inc.		PCX Construction LLC		J.W. Bonham Const.	
				Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)	Unit Price (\$)	Total Cost (\$)
1	Mobilization, Demobilization, Startup, Permits, Insurance, and Bonds	LS	1	\$7,000.00	\$7,000.00	\$4,700.00	\$4,700.00	\$9,500.00	\$9,500.00	\$9,006.00	\$9,006.00
2	8-inch Diameter SDR 21 Class 200 PVC Water Main In Open-Cut Trench	LF	900	\$50.00	\$45,000.00	\$46.62	\$41,958.00	\$55.00	\$49,500.00	\$68.00	\$61,200.00
3	Removal and Disposal of Excavated Materials	CY	41	\$35.00	\$1,435.00	\$40.25	\$1,650.25	\$50.00	\$2,050.00	\$67.00	\$2,747.00
4	Detail A	EA	1	\$5,100.00	\$5,100.00	\$5,300.00	\$5,300.00	\$9,200.00	\$9,200.00	\$11,955.00	\$11,955.00
5	Detail H	EA	1	\$5,500.00	\$5,500.00	\$4,265.00	\$4,265.00	\$9,090.00	\$9,090.00	\$11,437.00	\$11,437.00
6	Detail I	EA	1	\$4,600.00	\$4,600.00	\$3,835.00	\$3,835.00	\$7,790.00	\$7,790.00	\$10,981.00	\$10,981.00
7	8-inch 45° M.J. Bend	EA	4	\$700.00	\$2,800.00	\$400.00	\$1,600.00	\$870.00	\$3,480.00	\$463.00	\$1,852.00
8	8-inch M.J. Gate Valve	EA	4	\$2,000.00	\$8,000.00	\$1,706.25	\$6,825.00	\$3,270.00	\$13,080.00	\$1,667.00	\$6,668.00
9	Existing Hydrant Removal	EA	1	\$1,000.00	\$1,000.00	\$215.00	\$215.00	\$850.00	\$850.00	\$2,067.00	\$2,067.00
10	Fire Hydrant Assembly	EA	2	\$6,000.00	\$12,000.00	\$6,900.00	\$13,800.00	\$10,100.00	\$20,200.00	\$4,070.00	\$8,140.00
11	1/2-inch Diameter Water Service Transfer (Same Side of Road)	EA	8	\$1,500.00	\$12,000.00	\$655.00	\$5,240.00	\$1,000.00	\$8,000.00	\$2,334.00	\$18,672.00
12	Rip-Rap Pad	SY	6	\$30.00	\$180.00	\$61.50	\$369.00	\$235.00	\$1,410.00	\$248.00	\$1,488.00
13	Compacted Granular Backfill	TON	67	\$30.00	\$2,010.00	\$22.00	\$1,474.00	\$10.00	\$670.00	\$27.00	\$1,809.00
14	Concrete Pavement Repair	SY	111	\$200.00	\$22,200.00	\$120.00	\$13,320.00	\$100.00	\$11,100.00	\$242.00	\$26,862.00
15	Finish Grading and Seeding	AC	0.25	\$10,000.00	\$2,500.00	\$15,385.00	\$4,000.10	\$8,000.00	\$2,080.00	\$44,578.00	\$11,590.25
Total Bid Alternate No. 2					\$131,425.00		\$108,551.15		\$148,520.00		\$198,534.25

Solid Rock Excavation

Item	Description	Unit	Engineer's Estimate		Jokerst, Inc.		PCX Construction LLC		J.W. Bonham Const.	
			Unit Price (\$)		Unit Price (\$)		Unit Price (\$)		Unit Price (\$)	
1	Class "B" excavation not exceeding 25 cubic yards for any and all construction items	YD ³	N/A		\$250.00		\$500.00		\$450.00	
2	Class "B" excavation ranging from 25 cubic yards to 75 cubic yards for any and all construction items	YD ³	N/A		\$225.00		\$300.00		\$375.00	
3	Class "B" excavation exceeding 75 cubic yards for any and all construction items	YD ³	N/A		\$200.00		\$250.00		\$350.00	

Base Bid + Bid Alternate No. 1 \$327,585.00 \$234,053.30 \$357,000.00 \$429,145.10

Base Bid + Bid Alternate No. 1 & No. 2 \$459,010.00 \$342,804.65 \$505,000.00 \$615,679.38

*Items in RED represent mathematical errors on the Contractor's Bid Form

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the _____ day of _____, 2023, by and between **City of Ste. Genevieve** (hereinafter called the "Owner") and **Jokerst, Inc.**, a corporation with offices located at 16444 Highway 32, Ste. Genevieve, MO 63670, (hereinafter called the "Contractor").

The project is identified as Water Main Improvements, located in Ste. Genevieve, MO, Project No. 23-9450, (hereinafter called "Project")

The Engineer is Cochran, located at 530A East Independence Drive, Union, Missouri 63084 (hereinafter called the "Engineer").

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, Supplementary Conditions and other Conditions), State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, 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 therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he 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.

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. The base bid shall be completed within **45** 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. Additional time will be added with the additional alternates. The amount of time is as follows:

Alternate No. 1: 15 days

Alternate No. 2: 30 days

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$750.00** 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 **Three Hundred Forty-Two Thousand, Six Hundred Four Dollars and Sixty-Five Cents (\$342,604.65)**, subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V

Performance of the Work

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

(c) After commencement of the Work, and until final completion of the Work, the Contractor shall report to the Owner at such intervals as the Owner may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule 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 in accordance with the Construction Schedule 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 shall not 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 in the Construction Schedule, 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 and the Construction Schedule 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

(i) 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 and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with 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 \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence

Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each accident
(d) Owner's Protective Bodily Injury (Separate Policy)	
Including Death:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 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 to the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"City of Ste. Genevieve, the Engineer and their Officers 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."**

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) Supplementary or other Conditions of the Contract as follows:
Job Special Provisions
- (d) The Specifications dated: April 2023
- (e) The Drawings identified as follows:
Water Main Extension
- (f) Performance and Payment Bond
- (g) Construction Schedule
- (h) State Wage Determination
- (i) Non-Collusion Affidavit
- (j) Subcontractor Approval Form
- (k) Affidavit of Compliance Anti-Discrimination Against Israel Act
- (l) The Addenda, if any, are as follows:
Addendum No. 1 – May 8, 2023
- (m) Other documents, if any, forming part of the Contract Documents are as follows:
Bid Form Proposal
Project Manual

* In making out this form the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "sole owner, a partner, secretary, etc." should be struck out.

ARTICLE XI**Anti-Discrimination Against Israel Act**

In accordance with the provisions of Section 34.600 RSMo, the Contractor shall, upon execution of the Agreement, execute and deliver to the City an affidavit in the form titled Affidavit of Compliance Anti-Discrimination Against Israel Act attached hereto and incorporated herein by reference. Failure to provide the affidavit and comply with the provisions of Section 34.600 RSMo shall render the Agreement void.

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

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

City of Ste. Genevieve

Owner

By _____

Print Name

(SEAL)

Attest: _____

Print Name

Date: _____

Title

By _____

Jokerst, Inc.

(SEAL)

Attest: _____

Date: _____

BILL NO. 4571

ORDINANCE NO.

AN ORDINANCE APPROVING A ZONING CHANGE FROM “R-1” SINGLE FAMILY RESIDENTIAL TO “R-2” GENERAL RESIDENTIAL FOR 51 STE. GENEVIEVE DRIVE (TRACT 2).

WHEREAS, an application by Gabe Donze has been made to the City of Ste. Genevieve to request a zoning change from “R-1” Single Family Residential District to “R-2” General Residential District for 51 Ste. Genevieve Drive (Tract 2); and

WHEREAS, the zoning change requested was published in *The Herald* newspaper, a paper of public record; and

WHEREAS, the Planning and Zoning Commission has approved the rezoning of the property named above at their June 1, 2023 meeting and the City of Ste. Genevieve Board of Alderman has conducted the required public hearing on the re-zoning request at the June 8, 2023 Board of Aldermen meeting.

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 re-zoning of the following described real property from “R-1” Single Family Residential to “R-2” General Residential:

All that part of United States Survey Number 224 in Township 38 North, Range 9 East which is described as follows, to-wit: Beginning at a point in the East line of United States Survey 3253, same being the Southwest corner of that certain lot as was conveyed to Cyrus Wilson as is recorded in Book 51 at Page 238, Ste. Genevieve County land records; running thence South 37 degrees 30 minutes East with East line of Survey 3253 a distance of 53 feet to a corner in the East right-of-way line of State Highway Number 25 (now 61); thence with said Right-of-way line South 68 degrees 30 minutes East 85.50 feet to a corner; thence North 71 degrees East 172 feet to a corner in the West line of St. Marys Road; thence with the West line of said road, North 31 degrees West 122 feet to the Southeast corner of above mentioned Cyrus Wilson lot; thence with the South line of said lot, South 67 degrees 30 minutes West 226 feet to the place of beginning.

SECTION 3. EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its date of passage.

SECTION 4. REPEALER. All ordinance and parts thereof in conflict with this ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. SEVERABILITY. The invalidity of any section, clause, sentence or provision of this ordinance shall be given effect without such invalid part or parts.

DATE OF FIRST READING: _____.

DATE OF SECOND READING: _____.

PASSED AND APPROVED THIS ____ DAY OF _____, 2023 BY A ROLL CALL
VOTE OF THE STE. GENEVIEVE BOARD OF ALDERMEN AS FOLLOWS:

VOTE

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

____ YES ____ NO ____ ABSENT

APPROVED AS TO FORM:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

REVIEWED BY:

Pam Meyer, City Clerk

Happy Welch, City Administrator

City of Ste. Genevieve
REVIEW AND RECOMMENDATION
From the
PLANNING & ZONING COMMISSION

APPLICANTS NAME: Gabe Donze

ADDRESS : 14071 Quarry Town Road, Ste. Genevieve, MO 63670

BRIEF DESCRIPTION OF REQUEST: Re-Zone request for part of the parcel located at 51 Ste. Genevieve Drive in the City of Ste. Genevieve, Missouri, from "R-1" to "R-2"

DATE OF REQUEST: May 2, 2023

RECOMMENDATION

THE STE GENEVIEVE PLANNING & ZONING COMMISSION RECOMMENDS THAT
THIS APPLICATION BE:

☒ (X) APPROVED

☐ () DENIED

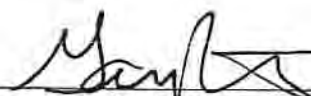
☐ () TABLED

PLEASE INDICATE ANY TERMS OR CONDITIONS AFFECTING THE APPROVAL OF
THIS APPLICATION

IF PERMIT IS TO BE DENIED, WHAT ARE THE REASONS FOR DENIAL:

VOTE OF THE COMMISSION MEMBERS RECORDED AS FOLLOWS:

COMMISSIONERS	YES	NO	ABSENT	ABSTAIN
Gary Roth, Chairman	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Kathleen Waltz	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Gary Smith, Alderman	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Anthony Grass	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Carl Kinsky	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Justin Donovan	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Junie Ewing	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Gerald Bauman	<u>X</u>	<u> </u>	<u> </u>	<u> </u>



Gary Roth, Chairman

6-1-2023

Date



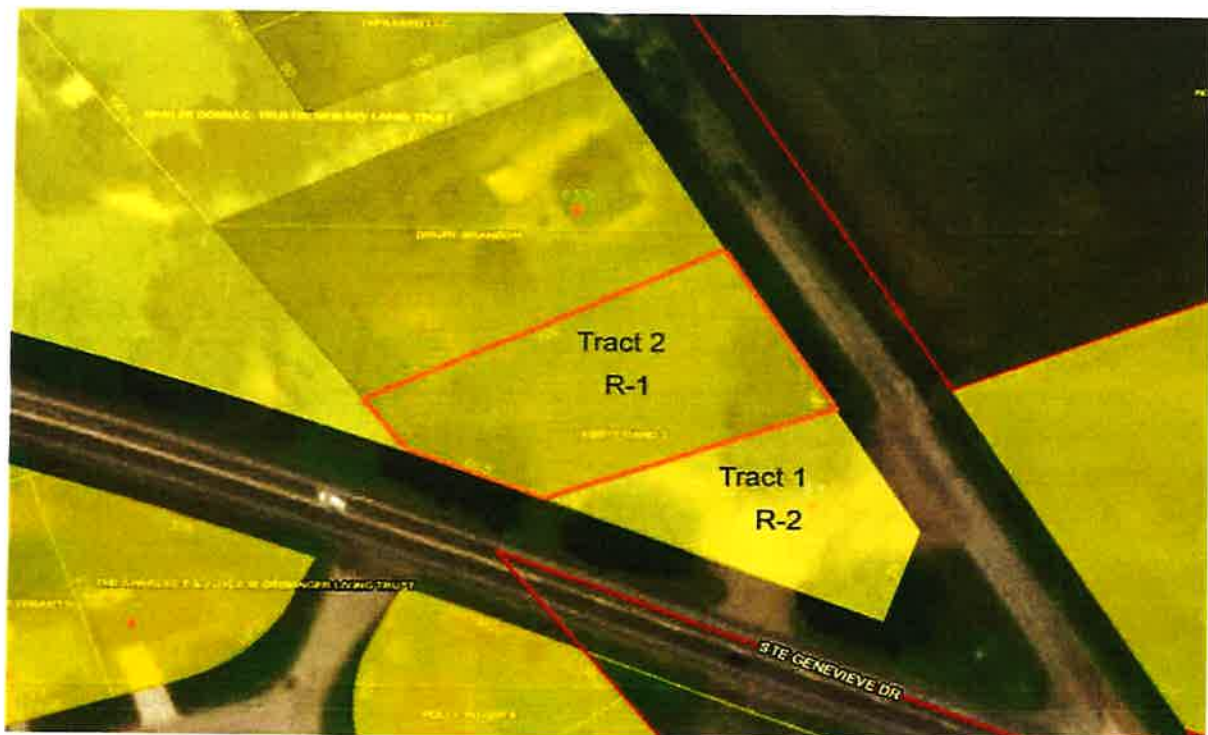
STAFF REPORT Planning & Zoning Commission

June 1, 2023

Gabe Donze is requesting to rezone the following property from "R-1" Single-Family Residential to "R-2" General Residential.

Tract. #2: All that part of United States Survey Number 224 in Township 38 North, Range 9 East which is described as follows, to-wit: Beginning at a point in the East line of United States Survey 3253, same being the Southwest corner of that certain lot as was conveyed to Cyrus Wilson as is recorded in Book 51 at Page 238, Ste. Genevieve County land records; running thence South 37 degrees 30 minutes East with East line of Survey 3253 a distance of 53 feet to a corner in the East right-of-way line of State Highway Number 25 (now 61); thence with said Right-of-way line South 68 degrees 30 minutes East 85.50 feet to a corner; thence North 71 degrees East 172 feet to a corner in the West line of St. Marys Road; thence with the West line of said road, North 31 degrees West 122 feet to the Southeast corner of above mentioned Cyrus Wilson lot; thence with the South line of said lot, South 67 degrees 30 minutes West 226 feet to the place of beginning.

Common Identification	Owner	Address	Parcel Id
51 Ste. Gen. Drive, Tract 2	David Kertz	4405 Slide Mtn. Dr. Reno, NV 89511	07-8.0-027-03-001- 0017.00



Currently, Tract 2 is .48 acres and is part of a larger .78 acre parcel. Tract 2 was previously part of the neighboring property at 659 St. Marys Road. Tract 1, in addition to several other properties along Highway 61, was re-zoned from R-1 to R-2 in 2010. At that time, Tract 2 (still part of 659 St. Marys Road) was not re-zoned. At some point between 2011 & 2017, Tract 2 was purchased from the neighboring property (659 St. Marys) and the existing parcel (Tract 1) was re-surveyed to include both tracts of land. At that time and since, the parcel has been dual zoned, partly R-1 & partly R-2.

Tract 1 has a building on it and is currently used as business offices and has been used for business office uses in the past also. This type use, classified as "B"usiness, isn't allowed in an "R-1" district, but some office type uses are allowed in an "R-2" district with a Special Use Permit, perhaps the reason for the re-zoning. However, since this building and use existed prior to zoning, it was and is considered "existing non-conforming" and continues to be so.

While the applicant, Mr. Donze, does not currently own the parcel, he has notified the current owner, Mr. David Kertz, of his request. Mr. Kertz has also signed the application for re-zoning.

The proposed future use of Tract 2 of the parcel, per the applicant, will be the construction of one or more duplex units, two-family dwellings. This is a "R"esidential use and is allowed within an "R-2" district. This re-zoning will also allow the entire parcel to be singularly zoned and better conform to municipal codes.

Extending an existing zone is an allowable and acceptable amendment to the boundaries of the established zoning districts. The purposes of our zoning ordinance, according to municipal ordinance and state statute are to regulate and restrict the location of industry and buildings, regulate and limit the height and use of buildings, regulate and limit the density of use and lot areas, and to regulate and determine the areas of yards and other open spaces surrounding such buildings. The City will still be able to accomplish these purposes were this re-zoning to be granted.

Staff Recommendation: Approval

Respectfully submitted,
David Bova,
Community Development Administrator



CITY OF STE GENEVIEVE, MISSOURI

City of Ste Genevieve, Missouri
Planning & Zoning Department
Re-Zoning Application

RE2001-23

FEE: \$50.00
PAID



PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION A:

1. Street Address of Tract or Tracts:
51 Ste Genevieve Drive Ste Genevieve MO 63670

2. Names and Addresses of All legal owners of tract(s). (use additional page if necessary)

David Kartz
8690 E. Inter Lake
Scottsdale, AZ 85260

3. Current Zoning Classification:

A (Agricultural) _____
MH (Mobil Home Park) _____
R-1 (Single Family Residential) X
R-2 (General Residential) _____
I-1 (Light Industrial) _____
I-2 (Heavy Industrial) _____
C-1 (General Commercial) _____
C-2 (Central Business) _____

4. Desired Zoning Classification:

R-2

5. Signatures of All persons listed in Item #2. (use additional pages if necessary)

* David S Kartz _____
PRINTED OR TYPED NAME SIGNATURE

PRINTED OR TYPED NAME SIGNATURE

5. Contact for Application:

Name: Gabe Dorne
Address: 14071 Quarry Town Rd. Ste Genevieve MO 63670
Phone: 578-883-0823

I state upon my oath that all the information contained in this application is true and correct:

[Signature] 5/2/2023
Applicant's Signature Date



CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5400 Fax (573) 883-8105

Re-Zoning Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION B.

1. Legal description of tract(s) (Attach copy of property deed(s))

PT SUR 224 City
(DESC. ATTACHED)

Parcel # 07-8.0-027-03-001-001701
TRACT # 2

2. Attach to this application a scaled plat of the tract(s), with all of the following information included:

- a: All boundary dimensions
- b: All adjoining streets and alleys.
- c: All present improvements.
- d: All intended improvements.
- e: All adjoining and cornering property lines and references to all owners listed in

Section C.

SECTION C:

1. Names and addresses of all adjoining property owners. (Include land which corners on tract or which is across streets or alley-ways). (Use or attach additional pages if necessary)

With this application, the applicant must provide to the Planning and Zoning Administrator a stamped, plain business (legal-size) envelope addressed to each adjoining property owner.

Brandon Drury	659 St. Marys Street	Ste Genevieve MO 63670
Donna Marlon	649 St. Marys Street	Ste Genevieve MO 63670
INFERRED LLC	2308 CHEROKEE ST.	ST. LOUIS, MO 63118-3229
MICHAEL & LORI DEBOUSE	5 ST. JUDE DR.	Ste. Genevieve, MO 63670
LINDA BROOKS & RICKY WINDER	3 ST JUDE DR	Ste. Genevieve, MO 63670
CHARLES & JOYCE GREMINGER TRUST	1 ST. JUDE DR.	Ste. Genevieve, MO 63670
ROGER POLLY	TM LEVI SLOAN RD	VICTORIA, TX 77904-4762
KATHY LAROSE	230 ST. JUDE DR	STE. GENEVIEVE, MO 63670
BRENDA & KEITH MORAN	228 ST JUDE DR	STE GENEVIEVE, MO 63670
JERRY & SARON SCHERER	226 ST JUDE DR.	STE GENEVIEVE, MO 63670
HARRY & SUSAN GEGG	786 PARKWOOD	STE GENEVIEVE, MO 63670
JOHN CILLENBUESS ATTN: DAVID CILLENBUESS	2425 PARK CREST	MEXICO, MO 65265-1659
ROMAN CATHOLIC CONC	44 DUBOIS PL	STE. GENEVIEVE, MO 63670



CITY OF STE. GENEVIEVE, MISSOURI

165 S. Fourth Street

Ste. Genevieve, MO 63670

Phone (573) 883-5400 Fax (573) 883-8105

Re-Zoning Application

PLEASE PRINT OR TYPE (BLACK INK ONLY)

SECTION D.

1. State the use to which this tract will be put if the re-zoning is granted. Attach plans, pictures, and/or drawings.

Building Duplex's

2. Is a transfer of the ownership of the tract dependent upon the granting of the re-zoning?

YES ☒ NO ☐

3. Has there been a prior application for rezoning, special use permit or variance for this tract?

If so, give the date and state the prior action taken.

Not that I'm aware of.

SECTION E.

1. State the reason why you believe the requested re-zoning will be beneficial to you and/or the neighborhood. If you believe that a hardship will result if the re-zoning is denied, please elaborate.

More housing in the Ste. Gen neighborhood's are needed.