

AMENDED AGENDA

STE. GENEVIEVE BOARD OF ALDERMEN REGULAR MEETING THURSDAY – MARCH 27, 2025 6:00 P.M.

CALL TO ORDER.

PLEDGE OF ALLEGIANCE

ROLL CALL.

APPROVAL OF AGENDA.

PRESENTATION/AWARDS.

PERSONAL APPEARANCE.

Jimmie Donze, Municipal Band President will present the Annual Report for the Ste. Genevieve Municipal Band.

Chip Marzucio will present information for the annual Spring for Down Syndrome Benefit to be held Saturday, June 14, 2025.

CITY ADMINISTRATORS REPORT.

STAFF REPORTS.

- DANIEL HALEK - POLICE
- COREY LITTEREST – ALLIANCE WATER

PUBLIC COMMENTS. Please identify yourself for the record and please try and keep comments to 5 minutes. (The Board will not interact during public comments and will have staff investigate any city related issues brought forward and contact the individual later with a response.)

CONSENT AGENDA.

- Treasurer's Report – February 2025
- Minutes – Board of Aldermen – Regular Meeting – March 13, 2025
- Minutes – Board of Aldermen – Work Session – March 13, 2025

- Minutes – Board of Aldermen – Work Session – CLOSED SESSION – March 13, 2025
- Street Closure Request – Robert Mueller with the Foundation for Restoration is requesting a street closure for Sunday, May 25, 2025 from 11:30 a.m. to 2:00 p.m. for Merchant Street west of Fourth to the Memorial Cemetery and Fifth Street at Market Street.
- **RESOLUTION 2025 – 23.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI APPROVING THE INTENT TO NEGOTIATE EQUIPMENT AND BUILDING USE IF THE STE. GENEVIEVE FIRE DISTRICT IS APPROVED BY VOTERS IN APRIL.
- **RESOLUTION 2025 – 24.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE MISSOURI APPROVING THE INTENT TO NEGOTIATE THE SALE OF 5 ACRES ALONG PROGRESS PARKWAY TO THE INDEPENDENCE CENTER.
- **RESOLUTION 2025 – 25.** A RESOLUTION OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A PROPERTY MAINTENANCE AGREEMENT WITH MARY JO HOLLAND TO MAINTAIN FLOOD BUYOUT PROPERTY.

OLD BUSINESS.

BILL NO. 4662. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES WITH TAYLOR ENGINEERING, LLC FOR THE CRESTLAWN CEMETERY EXPANSION DESIGN. **2ND READING.**

NEW BUSINESS.

BILL NO. 4664. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF STE. GENEVIEVE AND THE STE. GENEVIEVE MUNICIPAL BAND. **1ST READING.**

BILL NO. 4665. AN ORDINANCE APPROVING A BUDGET AMENDMENT TO THE CITY OF STE. GENEVIEVE FOR THE FISCAL YEAR 2025 BUDGET RELATING TO VARIOUS REVENUE AND EXPENDITURE INCREASES. **1ST READING.**

BILL NO. 4666. AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION INSPECTION SERVICES CONTRACT WITH COCHRAN ENGINEERING FOR THE “9th STREET IMPROVEMENTS PROJECT.” **1ST READING.**

BILL NO. 4667. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR INDUSTRIAL COATINGS LLC D/B/A SIC CONCRETE FOR THE “CITY WIDE CONCRETE REPLACEMENT PROJECT” IN AN AMOUNT OF \$837,853.31. **1ST READING.**

BILL NO. 4668. AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE "CITY WIDE ASPHALT REPLACEMENT PROJECT" IN AN AMOUNT OF \$3,195,814.99. 1ST READING.

OTHER BUSINESS.

MAYOR/BOARD OF ALDERMEN COMMUNICATION.

ADJOURNMENT.

Any person requiring special accommodations (i.e. qualified interpreter, large print, hearing assistance) in order to attend the meeting please notify this office at 573-883-5400 no later than forty-eight hours prior to the scheduled commencement of the meeting.

Join us on the Zoom app at:

Meeting ID: 848 1121 1564 Passcode: 808225

Find the Zoom Link at: www.facebook.com/stegenevievecityhall/

And you can watch live on SGTV Spectrum Channel 991.

**POSTED BY: Pam Meyer
March 25, 2025**

BILL NO. 4666

ORDINANCE NO.

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION
INSPECTION SERVICES CONTRACT WITH COCHRAN ENGINEERING FOR THE
"9th STREET IMPROVEMENTS PROJECT"**

WHEREAS, Cochran Engineering ("Cochran") has submitted the attached construction inspection services contract (Exhibit A) to provide professional services for the "9th Street Improvements Project"; and

WHEREAS, the project entails new concrete curbing, mill and asphalt pavement, and new stormwater piping; and

WHEREAS, the Board of Aldermen believe it to be in the best interests of the City of Ste. Genevieve to accept the construction inspection services contract (Exhibit A) attached hereto and made part of this ordinance.

**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 authorize and direct the Mayor to execute and deliver the attached proposal on behalf of the City with Cochran Engineering of Farmington Missouri; the proposal hereby accepted and approved in substantially the form of Exhibit "A" attached hereto.

SECTION 2. The portions of this ordinance shall be severable. In the event that any portion of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining portions of this Ordinance are valid, unless the court finds the valid portions of this Ordinance are so essential and inseparably connected with and dependent upon the void portion that it cannot be presumed that the Board of Aldermen would have enacted the valid portions within the invalid ones, or unless the court finds that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

DATE OF FIRST READING: _____

DATE OF SECOND READING: _____

PASSED AND APPROVED THIS ____ DAY OF _____, 2025 BY A
ROLL CALL VOTE OF THE BOARD OF ALDERMEN AS FOLLOWS:

	VOTE
Alderwoman Amie Dobbs	_____
Alderman Patrick Fahey	_____
Alderman Bob Donovan	_____
Alderman Eric Bennett	_____
Alderman Jeff Eydmann	_____
Alderman Mike Raney	_____
Alderman Joe Steiger	_____
Alderman Joe Prince	_____

____ Ayes ____ Nays ____ Absent

Approved as to form:

Brian Keim, Mayor

Mark Bishop, City Attorney

ATTEST:

Reviewed by:

Pam Meyer, City Clerk

Happy Welch, City Administrator



Architecture
Civil Engineering
Land Surveying
Site Development

1163 Maple Street
Farmington, MO 63640
Telephone: 573-315-4810

E-Mail: ajones@cochraneng.com

March 25, 2025

Mr. Happy Welch
City Administrator
City of Ste. Genevieve
165 S. 4th Street
Ste. Genevieve, MO 63670

RE: Proposal – Construction Inspection for 9th Street Improvements

Dear Mr. Welch:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional construction inspection services for the above referenced project.

SCOPE OF SERVICES:

1. Cochran's MoDOT Certified Construction Inspectors will perform observation/inspection duties on 9th Street Improvements. Tasks will include the following activities:
 - a) Daily on-site construction observation/inspection.
 - b) Maintain daily log books.
 - c) Maintain daily quantity books.
 - d) Perform and file reports for all field and laboratory material testing required.
 - e) Contractor coordination
 - f) Final walk thru, punch list resolution, and closeout documentation

FEE:

1. The total amount of fee to be paid for the "Scope of Services" outlined in this proposal shall be a lump sum fee of \$20,700.00. This fee is based on the following: 90 days on the contract, daily inspection average of 4 hours/day, and MoDOT Certified Inspector rate @ \$57.50/hour.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.

3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

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

Sincerely,

Acceptance:
City of Ste Genevieve



Adam P. Jones.
Regional Manager

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions

COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site. Client agrees to defend, indemnify and hold Cochran harmless from and against all claims, demands and liabilities of any kind or nature resulting from any hazardous and/or toxic substances that are found on the site and which were not identified by Client – even if not known by Client.

Initials: _____

16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall remain the property of Cochran, and Cochran shall retain all rights to the same, including copyrights, and they may be used by the Client only for the project identified in the Proposal. In the event of the termination of this Contract, the Client shall return the Instruments of Service to Cochran, and the Instruments of Service may not be used by the Client or a third party to complete the project without the written consent of Cochran.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.
24. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.

BILL NO. 4667

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SUPERIOR INDUSTRIAL COATINGS LLC D/B/A SIC CONCRETE FOR THE “CITY WIDE CONCRETE REPLACEMENT PROJECT” IN AN AMOUNT OF \$837,853.31.

WHEREAS, the City of Ste. Genevieve (“City”) has a need to contract with a qualified contractor for the **“CITY WIDE CONCRETE REPLACEMENT PROJECT”**; and

WHEREAS, the City advertised for bids in *The Herald* newspaper and received a total of six (6) proposals for the project; and

WHEREAS, the City accepted the low bid from Superior Industrial Coatings LLC dba SIC Concrete in the amount of \$837,853.31 at the Board of Aldermen Meeting held on March 13, 2025; 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 “A”) incorporated by reference in this Ordinance to execute the “City Wide Concrete Replacement Project.”

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

SECTION 1. Authorize the Mayor to sign the Owner-Contractor Agreement with Superior Industrial Coatings LLC dba SIC Concrete of Bridgeton, Missouri, for the amount of **eight hundred thirty-seven thousand eight hundred fifty-three dollars and thirty-one cents (\$837,853.31)** to execute the “ City Wide Concrete Replacement Project” hereby approved in substantially the form of Exhibit “A” attached hereto,

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 _____, 2025 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
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

Ste. Genevieve, Missouri

City Wide Concrete Replacement

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the 18 day of March, 2025, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and Superior Industrial Coatings LLC, dba SIC Concrete, a limited liability corporation with offices located at 4351 Bridgeton Industrial Drive, Bridgeton, Missouri 63044, (hereinafter called the "Contractor").

The project is identified as City Wide Concrete Replacement, located in Ste. Genevieve, Missouri, Project No. SC24-1635, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1735 Westpark Center Drive, Fenton, Missouri 63026 (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, 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, and shall be completed within **150** 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 **\$500.00** 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 **Eight Hundred Thirty-Seven, Eight Hundred Fifty-Three Dollars and Thirty-One Cents (\$837,853.31)**, 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, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) 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) 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 \$3,400,000.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$506,000 each person

	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 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 City of Ste. Genevieve, Missouri, 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) Job Special Provisions
- (d) The Specifications dated: January 2025
- (e) The Drawings identified as follows:
Ste. Genevieve, City Wide Concrete Replacement,
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (i) Subcontractor Approval Form

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, Taylor King certify that I am the
VP of Operations of the corporation named as Contractor herein
above, that SIC Concrete who signed the foregoing Contract on
behalf of the Contractor was then of said corporation; that said Contract was duly
signed for and in behalf of said corporation by authority of its governing body,
and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

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

The City of Ste. Genevieve, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

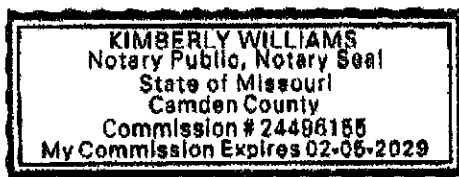
Superior Industrial Coatings LLC,
dba SIC Concrete
(Contractor)

By Taylor King _____

Taylor King
(Print Name)

VP of Operations

Title



(SEAL)

Attest: Kimberly Williams

Date: 3/25/25

BILL NO. 4668

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF STE. GENEVIEVE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VERN BAUMAN CONTRACTING COMPANY FOR THE "CITY WIDE ASPHALT REPLACEMENT PROJECT" IN AN AMOUNT OF \$3,195,814.99.

WHEREAS, the City of Ste. Genevieve ("City") has a need to contract with a qualified contractor for the **"CITY WIDE ASPHALT REPLACEMENT PROJECT"**; and

WHEREAS, the City advertised for bids in *The Herald* newspaper and received a total of four (4) proposals for the project; and

WHEREAS, the City accepted the low bid from Vern Bauman Contracting in the amount of \$3,195,814.99 at the Board of Aldermen Meeting held on March 13, 2025; 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 "A") incorporated by reference in this Ordinance to execute the "City Wide Asphalt Replacement Project."

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

SECTION 1. Authorize the Mayor to sign the Owner-Contractor Agreement with Vern Bauman Contracting of Ste. Genevieve, Missouri, in the amount of **three million one hundred ninety-five thousand eight hundred fourteen dollars and ninety-nine cents (\$3,195,814.99)** and execute the "City Wide Asphalt Replacement Project" hereby approved in substantially the form of Exhibit "A" attached hereto,

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 _____, 2025 BY A ROLL CALL VOTE AS FOLLOWS:

VOTE

ALDERWOMAN AMIE DOBBS
ALDERMAN PATRICK FAHEY
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

Ste. Genevieve, Missouri

City Wide Asphalt Improvements

OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 2025, by and between Ste. Genevieve, Missouri (hereinafter called the "Owner") and Vern Bauman Contracting Company, a corporation with offices located at 21471 Highway 32, Ste. Genevieve, Missouri 63670, (hereinafter called the "Contractor").

The project is identified as City Wide Asphalt Improvements, located in Ste. Genevieve, Missouri, Project No. SC24-1635, (hereinafter called "Project")

The Engineer is Cochran, with offices located at 1735 Westpark Center Drive, Fenton, Missouri 63026 (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, 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, and shall be completed within **180** 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 **\$500.00** 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 Million, One Hundred Ninety-Five Thousand, Eight Hundred Fourteen Dollars and Ninety-Nine Cents (\$3,195,814.99)**, 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, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) 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 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) 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 \$3,400,000.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$506,000 each person

	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$506,000 each person
	\$3,400,000 each occurrence
Property Damage:	\$3,400,000 each occurrence
	\$3,400,000 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, Missouri, 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) Job Special Provisions
- (d) The Specifications dated: January 2025
- (e) The Drawings identified as follows:
Ste. Genevieve, City Wide Asphalt Improvements,
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (i) Subcontractor Approval Form

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

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

The City of Ste. Genevieve, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

Vern Bauman Contracting Company
(Contractor)

By John _____

Joshua T. Baker
(Print Name)

Estimator

Title

(SEAL)

Attest: Collette Pingel

Date: 3/18/25

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

"I, BRAD BAUMANN certify that I am the PRESIDENT of the corporation named as Contractor herein above, that JOSH BAKER who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers."

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract, copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's ("signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal Notice of Award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.