

SPONSORED BY: *Greg Lauter*

BILL NO. 4005

ORDINANCE NO. *3086*

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH E. MEIER CONTRACTING RELATING TO IMPROVEMENTS TO WILSHUSEN AVENUE, WEIL AVENUE AND ST. VINCENT AVENUE

WHEREAS, the City wishes to engage E. Meier Contracting (“E. Meier”) to provide professional services associated with constructing improvements to Wilshusen Avenue, Weil Avenue and St. Vincent Avenue; and

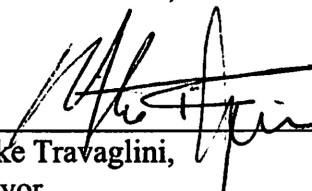
NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SHREWSBURY, AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized to execute an agreement (the “Agreement”) with E. Meier for purposes of engaging E. Meier on the terms set forth herein and otherwise within the Agreement, and to take all necessary action on behalf of the City consistent with and in implementation of the Agreement.

SECTION 2. The Agreement is hereby attached in substantial form as Exhibit A, subject to ministerial revisions identified by the City Attorney.

SECTION 3. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Board of Aldermen.

PASSED & APPROVED THIS 9th DAY OF JANUARY, 2024.

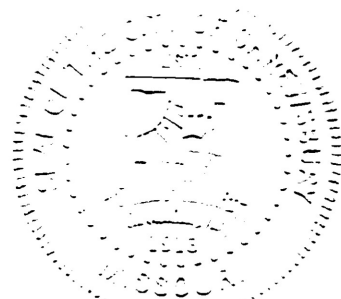


Mike Travaglini,
Mayor

ATTEST:



Spencer Owens
City Clerk



ORDINANCE NO. *3086*

CITY – CONTRACTOR AGREEMENT

This Agreement, made by and between E. Meier Contracting, hereinafter called the CONTRACTOR, and the City of Shrewsbury, hereinafter called the CITY.

Now therefore, CONTRACTOR and CITY, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1 – CONTRACT PRICE

CITY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit-Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR'S bid, for total base bid amount of:

Four Hundred and Eleven Thousand Eight Hundred Ninety-Three Dollars and Fifty Cents

\$ 411,893.50

ARTICLE 2 – SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct **WILSHUSEN AVENUE, WEIL AVENUE & ST. VINCENT AVENUE IMPROVEMENTS** Work includes the construction of:

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.69 miles of street milling, average 2" fibrous asphalt overlay, sidewalk reconstruction and ADA ramps in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

ARTICLE 3 – TIME OF COMPLETION

The CONTRACTOR shall commence the Work within seven (7) days after receiving the written Notice to Proceed from the City. The project shall be fully complete under this contract within **180** calendar days as outlined in the project specification Notice To Contractors (Section 10 – Notice To Proceed). Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies.

The rate of progress and the time of completion are essential conditions of the Contract. Liquidated damages will be charged as specified herein.

The contractor agrees that he will complete said work within CONTRACT TIME FOR COMPLETION OF WORK or allow the Owner as liquidated damages the sum of ***Nine Hundred Fifty Dollars and 00/100 cents (\$950.00)*** for each day thereafter, Sundays and Holidays excepted, that the Contract remains uncompleted. Computation of the contract time shall commence on the seventh (7th) day following the date of mailing, by regular mail, of the Notice To Proceed, and every calendar day following except as herein provided, shall be counted as a working day. The prime contractor on a project must perform with its own organization, contract work amounting to not less than 30% of the total original contract price.

ARTICLE 4 – QUANTITIES AND UNIT PRICES

The CITY shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

ARTICLE 5 – PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to Section 109.7.1 of JSP. Applications for Payment will be processed by the CITY or its designated engineering firm for the Work (the "Engineer"). And progress payments made on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as approved. All progress payments will be on (in the case of unit-price work) on the number of units completed.

ARTICLE 6 – FINAL PAYMENT AND ACCEPTANCE

When all work provided for under this contract has been completed in conformance with the contract documents and accepted per Division 100; Section 109.8 of Standard Specifications a final cost estimate shall be prepared by the CONTRACTOR and filed with the CITY after acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

ARTICLE 7 – THE CONTRACT DOCUMENTS

Electronic drawings and specifications will be provided to the successful CONTRACTOR by the CITY at no cost to the CONTRACTOR. Hard copies of the sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

- 1.) All Specification Sections, including, but not limited to
 - a. Invitation To Bid
 - b. Notice To Contractors
 - c. Additional Information To Bidders
 - d. Performance and Payment Bonds
 - e. General Requirements
 - f. Federal Requirements
 - g. Drawings
 - h. Addendum
 - i. Job Special Provisions (JSP)
- 2.) Safety Training Requirements (OSHA)
- 3.) On The Job Training Requirements
- 4.) State of Missouri Labor Provisions (E-Verify)
- 5.) Federal / State Wage Rates
- 6.) DBE Requirements
- 7.) Bid Proposal and Attachment A
- 8.) This Agreement

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented by a Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a written interpretation or clarification.

ARTICLE 8 – RATES OF PAY

This Project is subject to the requirements of the State of Missouri Division of Labor Standards “Annual Wage Order Number 29 or Annual Wage Order (s) then, in effect over the lifetime of the project”. The Contractor shall comply with the requirements of the Annual Wage Order.

In accordance with the Annual Wage Order Number 29 the Owner has adopted rates for various classifications of workmen on the Project. A copy of the Wage Order is attached to the Contract Documents.

This provision is applicable to all sub-contractors who work on the project.

The Contractor shall be required to submit copies of certified payrolls with each pay application.

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the CITY ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

ARTICLE 9 – PERFORMANCE OF THE WORK

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, and state and federal laws. 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. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 30% of the total original contract.

The CONTRACTOR shall have a competent Superintendent on the project site at all times. The Superintendent shall be capable of reading and understanding the plans and specifications, shall have fully authority to execute orders to expedite the work, and shall be responsible for scheduling and have control of ALL work as the agent of the CONTRACTOR. Failure to comply will result in a suspension of the Work.

ARTICLE 10 – SUPERVISION

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR’S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning those matters.

ARTICLE 11 – SAFETY

The CITY and the ENGINEER may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

ARTICLE 12 – INDEMNITY

Refer to “Limits of Insurance” in JSP.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER’S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER’S

consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13 – LIQUIDATED DAMAGES

Time shall be and is of the essence of this contract. Therefore, the CONTRACTOR will be charged with liquidated damages specified under Item No. 4 of “Notice To Contractors” and according to Division 100; Section 108.8 of Standard Specifications.

ARTICLE 14 – TERMINATION BY CITY OR CONTRACTOR

Refer to Division 100; Section 108 of Standard Specifications.

ARTICLE – 15 AUDIT CLAUSE

Examination of Records

The CONTRACTOR’S records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the CITY, and the CITY’S expense. The CONTRACTOR shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by the CITY, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (chapter 610, RSMo), information regarding the CONTRACTOR’S operations obtained during audits will be kept confidential.

ARTICLE 16 – EQUAL EMPLOYEMENT OPPORTUNITY

1. The CONTRACTOR, or any SUBCONTRACTOR, shall not discriminate against any employee or applicants for employment because of race, color, creed, sex, religion, or national origin in the performance of this Work and shall comply with all applicable federal, state, and local ordinances regulations as regards Equal Opportunity Employment.
2. The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, as the same has been amended from time to time. In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for Work to be performed under a sub-contract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONTRACTOR’S obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, religion, sex national origin, or disability.
3. The CONTRACTOR will take action to ensure that applicants are employed, and that applicants are treated during employment without regard to race, color, religion, sex, national origin or disability. Such action shall include, but not limited to, employment, upgrading, transfer, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post notices pertaining the foregoing in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, or disability.
5. In the event that any, or all, of these provisions of the foregoing paragraphs conflict with the federal, state, or local laws, ordinances, or regulations, then the requirements of said laws, ordinances, and regulations shall prevail. Compliance with the foregoing provisions shall not relieve the CONTRACTOR from adhering to any and all other additional requirements regarding equal employment or non-discrimination set forth in such federal, state or local laws, ordinances, or regulations.

ARTICLE 17 – CHANGES OF VENUE

1. The parties of the Agreement agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matters encompassed by the Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN FOUR (4) ORIGINAL COUNTERPARTS AS OF THE DAY AND YEAR LAST WRITTEN BELOW.

CITY OF SHREWSBURY


Name


01/25/2024
Date

E.MEIER CONTRACTING

Name

Date

WITNESS:


City Admin / Clerk
City of Shrewsbury, Missouri

01/25/2024
Date

WITNESS:

Title:

Date

APPROVED AS TO FORM:

CONTRACT AUTHORIZED BY CITY OF SHREWSBURY ORDINANCE:

Ord No. 3086