



**City Council Meeting
Council Chamber**

**March 2, 2023
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/86796537362?pwd=SXJpSWRHRDNoVnEzNVBHN2ZuNGZTZz09>

Dial-in Number: 312 626 6799

Meeting ID: 867 9653 7362

Passcode: 952124

AGENDA

1. Pledge of Allegiance and Opening Prayer
2. Roll Call
3. Business from the Floor
4. Consent Agenda
 - A. Regular Council Meeting Minutes from **January 19, 2023**
 - B. Payroll Warrant **#T00384 In the Amount of \$380,452.11**
 - C. Payroll Warrant **#T00391 in the Amount of \$367,196.17**
 - D. Payroll Warrant **#T00393 in the Amount of \$325,658.69**
 - E. General Warrant **#5827 In the Amount of \$496,587.27**
 - F. General Warrant **#5828 In the Amount of \$426,462.65**
 - G. General Warrant **#5829 In the Amount of \$212,718.84**
5. Ordinances:
6. Resolutions:
 - A. **Resolution #23-03** A Resolution Appointing Larry Otis to the Veterans Commission to Serve the Remainder of a Three-Year.
 - B. **Resolution #23-04** A Resolution Authorizing the Mayor to Enter into A Contract with Spencer Contracting Company to Provide Construction Services For the 2023 Concrete Street Replacement Project for the City of Arnold.

C. **Resolution #23-05** A Resolution Authorizing the Mayor to Enter into an Agreement with Splashtacular.

D. **Resolution #23-06** A Resolution Authorizing the Mayor to Enter into a Contract with Platin Creek Excavating, LLC. to Provide Construction Services for the Ellen Rd. Stormwater Project for the City of Arnold.

7. Motions:

A. A Motion to Approve Liquor License Applications

8. Reports from Mayor and Council

9. Administrative Reports

10. Adjournment

Upon request, reasonable accommodations will be provided. Contact Tammi Casey, City Clerk, Arnold City Hall, 2101 Jeffco Boulevard, Arnold, Missouri 63010. Phone: 636-296-2100

Mayor Ron Counts called the meeting to order at 7:08 p.m.

The council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Gary Plunk offered the prayer.

ROLL CALL

Those present per roll call taken by City Clerk Tammi Casey: Mayor Counts, Mullins, Fleischmann, McArthur, Plunk, Cooley, Hood, Seidenstricker, Fulbright, Richison (excused), Bookless, Lehmann, Sweeney, Crutchley, Wagner, Kroupa and Chief Carroll.

BUSINESS FROM THE FLOOR

NONE

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM JANUARY 5, 2023**
- B. PAYROLL WARRANT #T00372 IN THE AMOUNT OF \$375,301.20**
- C. GENERAL WARRANT #5826 IN THE AMOUNT OF \$603,323.70**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Jason Fulbright. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

ORDINANCES

BILL NO 2848 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING MULTIPLE SECTIONS OF CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES AS THEY RELATE TO MANUFACTURED (MOBILE) HOMES AND PARKS was read twice by City Clerk Tammi Casey. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

BILL NO 2849 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES (MARIJUANA RELATED USES) was read twice by City Clerk Tammi Casey. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

BILL NO 2850 – AN ORDINANCE APPROVING A RECORD PLAT TITLED “LINDWEDEL MEADOWS” was read twice by City Clerk Tammi Casey. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

BILL NO 2851 – AN ORDINANCE APPROVING A STBG PROGRAM AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ARNOLD was read twice by City Clerk Tammi Casey. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Ordinance passed.**

RESOLUTIONS

RESOLUTION NO 23-01 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH HURST-ROCHE, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE MUDDY CREEK STORMWATER AND STREET PROJECT FOR THE CITY OF ARNOLD

Gary Plunk made a motion and so moved to approve Resolution No 23-01. Seconded by EJ Fleischmann. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO 23-02 – A RESOLUTION STATING THE MAYOR AND CITY COUNCIL’S SUPPORT FOR ADDING NEW SCHOOL RESOURCE OFFICERS UPON THE PASSAGE OF THE LAW ENFORCEMENT SALES TAX

EJ Fleischmann made a motion and so moved to approve Resolution No 23-02. Seconded by Brian McArthur. Roll call vote: Mullins, yes; Fleischmann, yes; McArthur, yes; Plunk, yes; Cooley, yes; Hood, yes; Seidenstricker, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

Tammi Casey informed council that there were no items to bring forward from the liquor committee tonight.

REPORTS FROM MAYOR AND COUNCIL

Rodney Mullins, Ward 3 – Stated the Veterans Commission met last night with the Parks & Rec Department and the veterans memorial wall project is moving forward. The drawings are near completion and there will be a presentation to bring forward soon.

Dan Kroupa – Thanked David Bookless and staff for their work on the new comprehensive plan update, as it is extremely cost effective to perform the work in house.

3

Regular Meeting
January 19, 2023

Brian McArthur, Ward 2 – Stated he was very happy to have the new Code Enforcement Court docket held separately from the Municipal Court docket. The newly added Code Enforcement Court docket provides a much speedier resolution to issues.


ADMINISTRATIVE REPORTS

NONE

A motion to adjourn the meeting was made by Tim Seidenstricker. Seconded by Mark Hood.

Voice vote: All Yeas.

Meeting adjourned at 7:26 p.m.



City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 1/19/2023

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	BILL NO 2848	BILL NO 2849	BILL NO 2850	BILL NO 2851
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	RODNEY MULLINS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	TIM SEIDENSTRICKER	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	JASON FULBRIGHT	PRESENT	YES	YES	YES	YES	YES
CITY ADMINISTRATOR	BRYAN RICHISON	PRESENT	PARKS DIR:		DAVE CRUTCHLEY		PRESENT
CITY CLERK	TAMMI CASEY	PRESENT	PUBLIC WORKS:		JUDY WAGNER		PRESENT
COM DEV	DAVID BOOKLESS	PRESENT	TREASURER:		DAN KROUPA		PRESENT
FINANCE DIRECTOR	BILL LEHMANN	PRESENT	POLICE DEPT.		CHIEF CARROLL		PRESENT
CITY ATTORNEY	BOB SWEENEY	PRESENT					

RESOLUTION NO: 23-03

A RESOLUTION APPOINTING LARRY OTIS TO THE VETERANS
COMMISSION

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that Larry Otis is hereby appointed to The Veterans Commission to serve the remainder of a three-year term that will expire on August 31, 2023 or until a successor has been appointed and qualified.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO: 23-04

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SPENCER CONTRACTING COMPANY TO
PROVIDE CONSTRUCTION SERVICES FOR THE 2023 CONCRETE
STREET REPLACEMENT PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Spencer Contracting Company to provide construction services in the amount of \$557,734.00 for the 2023 Concrete street replacement project for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2023, by and between Spencer Contracting hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidental to the furnishing of all material, equipment, and labor to undertake the 2023 Concrete Repair Project in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

This contract shall be binding beginning on the 15 day of March, 2023 and end on the 15 day of September, 2023.

Article 3. CONTRACT PRICE:

The City shall pay the Contractor for the performance of the work, a sum not to exceed the total cost as shown on 2023 Concrete Repair Project bid, the amount of \$557,734.00 attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of \$557,734.00 shall be dispersed monthly.
- b. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay

unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work shall be available twenty-four (24) hours, seven (7) days per week basis, including Holidays. Contractor MUST respond each time an authorized representative of the City requests service. The City of Arnold will give a minimum of two (2) hours' notice; the Contractor must positively confirm with the City of Arnold Parks Superintendent. Contractor MUST respond within two (2) hours after receipt of request for service from the City. Contractor MUST provide continuous 24-hour coverage, if required, until released by the City of Arnold Park Superintendent. Contractor personnel are NOT permitted to leave until released by the City of Arnold Park Superintendent. Contractor SHALL NOT work any other roads, sidewalks or Parking areas except the assigned City areas during the shift. The salt which is owned by the City and used by the Contractor, shall remain the property of the City of Arnold at all times. At the end of the shift, the trucks will be emptied and inspected by the shift supervisor. Salt shall only be dispersed into the Contractors vehicles by a qualified City employee. Contractor or its employees SHALL NOT load their vehicles themselves. All work shall be done in accordance with the best trade practices. All safety regulations for the protection of workmen, City of Arnold employees, pedestrians, and property must be followed. All applicable state and local laws, ordinances and codes shall apply to this contract.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required. WORKERS COMPENSATION – As required by the Law of the State of Missouri Statutory Limits, including Employer's Liability. GENERAL LIABILITY – Limits of not less than \$2,000,000.00 per occurrence with an aggregate limit of \$4,000,000.00. AUTOMOBILE, BODILY INJURY & PROPERTY DAMAGE LIABILITY – Limits of not less than \$2,000,000.00 CSL per occurrence bodily injury and property damage is required. Non-ownership hired vehicles shall be included in the coverage. By accepting this contract, the successful bidder agrees to defend, indemnify, and hold harmless the City of Arnold, its elected and approved officials, and all employees. All Certificates of Insurance shall indicate a thirty (30) days advance written notice of cancellation or non-renewals. Insurance Certificates MUST be furnished to City of Arnold Public Works PRIOR to commencement of any work. Contractor's general liability insurance policy shall include a "City of Arnold Additional Insured Endorsement."

Umbrella or Excess Liability may satisfy minimum liability limits required above for Commercial General Liability (CGL) under Umbrellas or Excess Liability policy. There is no minimum Pre-Occurrence limit of liability under the Umbrellas or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse the City, its officers, agents, volunteers, lessees, invitees and employees, covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 7. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, the Bid, and Bond, together with this Agreement, form the Contract.

"No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: Spencer Contracting
Contractor Address:

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:
By: _____
Tammi Casey, City Clerk

Title

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

Spencer

ATTACHMENT A
BID PROPOSAL FORM
CONCRETE STREET REPLACEMENT PROJECT

TO: CITY OF ARNOLD
ARNOLD, MISSOURI,

Pursuant to and in compliance with your Request for Bids dated February 22, 2023 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and any/all material plus perform all work necessary for undertaking the **CONCRETE STREET REPLACEMENT PROJECT** as all required by and in strict conformance with the Bid Specifications and addenda No. 0 to 0 inclusive at the unit & lump sum prices listed herein.

Item No. 1	6" PCCP with an approved six (6) sack concrete mix design \$ <u>57.-</u> /sy X 7560 sq. yds.* = \$ <u>430,920.-</u>
Item No. 2	8" PCCP with High Early Concrete (section 613) \$ <u>156.-</u> /sy X 280 sq. yds.* = \$ <u>43,680</u>
Item No. 3	4" Type 5 base rock \$ <u>6.-</u> /sy X 7700 sq. yds.* = \$ <u>46,200.-</u>
Item No. 4	Traffic Control \$ <u>31,390.-</u> Lump Sum = \$ <u>31,390.-</u>
Item No. 5	Curb Inlet Sumps \$ <u>57.-</u> /sy X 12 sq. yds.* = \$ <u>684.-</u>
Item No. 6	Striping \$ <u>500.-</u> Lump Sum = \$ <u>500.-</u>
Item No. 7	'S' Concrete Curb \$ <u>61.-</u> /lf X 10 linear feet* = \$ <u>610.-</u>
Item No. 8	6" Concrete Curb \$ <u>25.-</u> /lf X 150 linear feet* = \$ <u>3750.-</u>
	Total (Items 1-8) = \$ <u>557,734.-</u>

*These quantities are expected to vary.

BID ALTERNATE UNIT PRICES

- A. 6" PCCP High Early concrete mix.
\$ 62.- / per. Square Yard.
- B. Remove and replace below specified excavated depth for an additional 12" depth and replace with three (3) to four (4) inch size crushed rock graded and rolled compacted.
\$ 35.- / Square Yard.
- C. Remove and replace below specified excavated depth for an additional 18" depth and replace with six (6) to eight (8) inch size crushed rock graded and rolled compacted.
\$ 45.- / Square Yard.
- D. Irrigation Work
\$ 35.- per linear ft.

NAME OF BUSINESS _____

(If an individual)

SIGNATURE OF BIDDER _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If Co-partnership)

FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)

CORPORATE NAME Spencer Contracting Company

SIGNATURE 

BUSINESS ADDRESS 3073 Arnold Tenbrook Rd Arnold, Mo 63010

TELEPHONE NO. (314)843-5166

Contractor is to provide at least three (3) references.

See List

Name _____ Email & Phone Number _____

Name _____ Email & Phone Number _____

Name _____ Email & Phone Number _____

Hold Harmless Agreement

To the fullest extent permitted by law, Spencer Contracting Company, hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

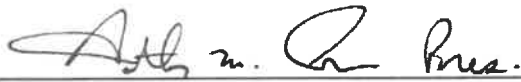
Pursuant to the requirements of the bid and contract for **2023 Concrete Replacement Project**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$2,000,000 each occurrence/\$4,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage. CITY's receipt or

review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.



CONTRACTOR
Anthony Spencer - President

02/22/2023

DATE

STATE OF MISSOURI)
COUNTY OF Jefferson) ss

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, personally came and appeared

Anthony Spencer , President of
(NAME) (POSITION)
Spencer Contracting Company
(NAME OF COMPANY)

a corporation ~~a partnership~~ ~~(a proprietorship)~~ and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. 29 issued by the Division of Labor Standards on the 10 day of March 2022, in carrying out the contract and work in connection with **Concrete Street Replacement PROJECT** located in the City of Arnold in Jefferson County, Missouri, and completed on the 22 day of February, 2023.

Anthony Spencer
(SIGNATURE)

Subscribed and sworn to before me this 22 day of February, 2023

Alexander C. Heuring
Notary Public

My commission expires on: 01/22/2027

ALEXANDER C HEURING
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Jan. 22, 2027
Commission # 23426884

STATE OF MISSOURI)
) ss
COUNTY OF Jefferson)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Anthony Spencer as President of Spencer Contracting Co.,
(NAME) (OFFICE HELD) (COMPANY NAME)

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold's Concrete Replacement **PROJECT**.

I also affirm that Spencer Contracting Company did not and would not knowingly
(COMPANY NAME)
purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).

Anthony Spencer
SIGNATURE (PERSON WITH AUTHORITY)

Anthony Spencer
(PRINTED NAME)

President
(TITLE)

02/22/2023
(DATE)

Subscribed and sworn to before me this 22 day of February, 2023.

Alexander C. Heuring
Notary Public

My commission expires on: 01/22/2027

ALEXANDER C HEURING
Notary Public - Notary Seal
STATE OF MISSOURI
Jefferson County
My Commission Expires: Jan. 22, 2027
Commission # 23425884

NON-COLUSION FORM

Anthony Spencer being duly sworn in oath deposed and states:

- I. That in connection with this procurement,
a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
II. The undersigned further states:
a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).
IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

Spencer Contracting Company
(NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

President
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST

[Handwritten signature]

By [Handwritten signature]
Anthony Spencer

Subscribed and sworn to before me this 22 day of February, 20 23

[Handwritten signature]
Notary Public

My commission expires on: 01/22/2027



Affidavit of Work Authorization

Comes now Anthony Spencer (name) as President (office held) first being duly sworn, on my oath, affirm Spencer Contracting Company (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to 2023 Concrete Street Repair PROJECT for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that Spencer Contracting Co (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to 2023 Concrete Street Repair PROJECT for the duration of the contract, if awarded.

In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

Anthony Spencer
Signature

Anthony Spencer
Printed Name

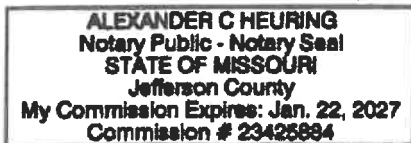
President
Title

02/22/2023
Date

Subscribed and sworn before me the 22 day of February, 2023. I am commissioned as a notary public within the county of Jefferson. State of Missouri, and my commission expires on 01/22/2027.

Alexander C. Heuring
Signature of notary

02/22/2023
Date



RESOLUTION NO: **23-05**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
AGREEMENT WITH SPLASHTACULAR

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into an agreement with SPLASHTACULAR to remove and replace the stair structure for the slide in the indoor pool at the Arnold Recreation Center in the amount of \$293,205.00

A copy of said agreement is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



Arnold, Missouri

Community Recreation Center

SPLASHTACULAR
Waterslides and Waterpark Attractions

\$293,205.00 Base Bid FRP Hybrid Tower – Demolition & Installed
Pricing Excludes Sales or Use Tax
Pricing Valid for Thirty Days. Must Deliver Within 6 Months

1. DESIGN SERVICES

Shop drawings sealed by a Professional Engineer registered in the State of Missouri.
The required information for submission to regulatory authorities.
Operations and Maintenance Manuals.
One (1) year limited warranty on defects in workmanship and materials.

2. SUPPORT STRUCTURE

Starting Tower and Stairway (Hybrid FRP and Hot Dip Galvanized Steel):
Hot dip galvanized steel tower including columns, tower support beams and cross bracing designed for bolt-up installation.
Stair treads will be 52-inch-wide (48 inches between ADA compliant handrails, with handrails on both sides of the stairs) consisting of pultruded fiberglass treads with an integral riser and bottom plate. Stair stringers, landing and platform framing, guardrailing and hand rail are fiber reinforced plastic (FRP).

Contrasting nosing included for the leading edge of the stair tread.

Demolition of existing tower included. Installation crew to remove first couple of slide sections for adequate access to tower components.

3. FINISHES & ACCESSORIES

Powder Coated Finish:
All structural steel will be pre-treated with a chemical wash and surface preparation prior to receiving a baked-on Sherwin Williams Powdura RAL Series Super Durable TGIC-Free powder coated finish. Client may select colors from any of Splashtacular's 188 standard RAL color selections. Custom colors available for an additional charge. **FRP components are available in manufacturer's standard colors and will be painted at the factory.**

4. MISCELLANEOUS

Hardware:

All hardware for steel to steel connections is hot dip galvanized A325 and A307 bolts.
Hot dip galvanized foundation anchor bolts to be provided by Splashtacular but installed by others.

Anchor Bolt Stipulation:

If indoor column pedestals utilize the existing anchor bolts. Prior to mobilizing, the facility will need to have performed a "pull test" of existing anchors to ensure corrosion has not jeopardized tensile strength.

Freight:

Freight to jobsite including loading and unloading containers.

Commissioning:

One mobilization is included for on-site training, ride testing and safety certification by a Splashtacular management representative once the slides are operable. A minimum of two weeks advance notice is required to allow sufficient time to make travel arrangements. Additional costs may be charged for trainings requested with less than two weeks' notice or for rescheduled trainings.

5. INSTALLATION

FULL INSTALLATION SERVICES

Prevailing/Union wage rates Included.

We will provide a fully experienced and capable job supervisor, all labor, materials and equipment necessary to complete the installation of the slide, flume support system and steel tower in accordance with the engineered drawings and principles of good workmanship. An additional charge will be assessed should more than one mobilization be required for installation.

6. INSTALLATION CONSIDERATIONS

- a. Adequate access for installation equipment is required at all times from laydown area to and around the area of the waterslide until the work is complete and the installation crew has demobilized.
- b. A fresh water supply to be located within approximately 30 yards of the waterslide tower for cleaning purposes.
- c. A dedicated power supply to be located at the waterslide tower for installation crew to operate small tools.

7. EXCLUSIONS

- a. Licenses, Sales or Use Tax, permits and fees.
- b. Insurance coverage in excess of standard policy aggregates/limits.
- c. Performance and payment bonds.
- d. Soil reports or surveying.
- e. Notices, inspections or testing of any kind including steel fabrication inspections and material testing.
- f. Demolition and/or repairs to decks, fences and landscaping.
- g. Supply and installation of concrete footings, foundations, grouting and grounding wires. Client to confirm existing anchor bolts are structurally sound.
- h. Supply, installation or modification of the pool, decks, drainage systems, deck drains, grating and holding or ballast tanks.
- i. Special Inspection costs related to pull test of anchors.
- j. Supply, disconnect, installation or modification of plumbing to start tub, mechanical and electrical equipment including emergency start/stop equipment, piping connections and pipe supports.
- k. No plumbing connection from supply pipe to start tub.
- l. Temporary utilities
- m. Coated or painted anchor bolts and hardware.
- n. Deck ropes, fences or barriers of any kind.
- o. Any type of theming or rockscaping.
- p. Wall block outs, closure panels or sealing around ~~the slide at wall penetrations~~
- q. Supply, installation and connection of electrical service and wiring, ~~internet connections, conduit and any other~~ required equipment complete to the top landing of the waterslides and ~~special effects equipment room or other~~ locations specified by Splashtacular for all waterslide special effects including but not limited to sound and/or light connections. Weather-proof and temperature-controlled room for all special effects equipment.
- r. Any items not specifically stated above.

NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable costs include but are not limited to re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contract.

- 10% Deposit to initiate contract and prepare shop drawings.
- 10% Due at client's receipt of shop drawings.
- 30% Due at receipt of approved shop drawings and prior to fabrication.
- 40% Due upon completion of fabrication and prior to shipment.
- 10 % Due upon completion of installation and prior to commissioning. Final payment to be placed in escrow prior to shipment of materials. Escrow location and agreement to be mutually agreed upon and included in contract documents.

ATTACHMENTS

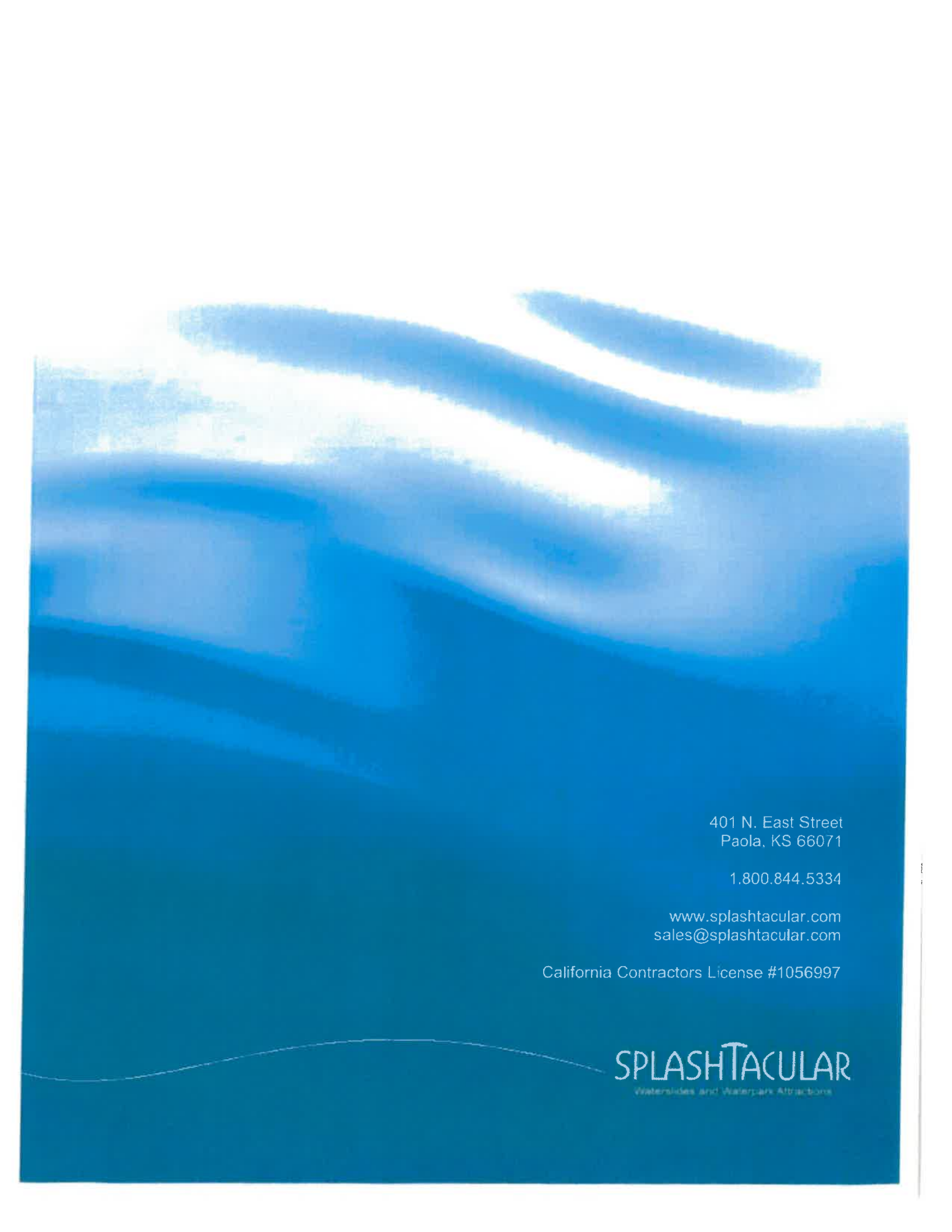
Sales Order

Date	SO No.
2/22/23	52308

Address
Arnold, MO 2101 Jeffco Blvd Arnold, MO 63010

P.O. No.	Project
	52308.Arnold, MO

Description	Amount
FRP Hybrid Tower – Demolition & Installed	293,205.00
<p>PAYMENT TERMS</p> <ul style="list-style-type: none"> · 10% Deposit to initiate contract and prepare shop drawings. · 10% Due at client's receipt of shop drawings. · 30% Due at receipt of approved shop drawings and prior to fabrication. · 40% Due upon completion of fabrication and prior to shipment. · 10 % Due upon completion of installation and prior to commissioning. Final payment to be placed in escrow prior to shipment of materials. Escrow location and agreement to be mutually agreed upon and included in contract documents. 	
Signature _____	
401 N East St Paola, KS 66071	Total \$293,205.00



401 N. East Street
Paola, KS 66071

1.800.844.5334

www.splashtacular.com
sales@splashtacular.com

California Contractors License #1056997

SPLASHTACULAR
Waterslides and Waterpark Attractions

RESOLUTION NO: 23-06

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH PLATTIN CREEK EXCAVATING, LLC TO PROVIDE
CONSTRUCTION SERVICES FOR THE ELLEN RD STORMWATER
PROJECT FOR THE CITY OF ARNOLD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Plattin Creek Excavating, LLC to provide construction services in the amount of \$206,629.50 for the Ellen Rd Stormwater Project for the City of Arnold.

A copy of said contract is attached hereto and made a part hereof reference.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2023, by and between Spencer Contracting hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____, and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidental to the furnishing of all material, equipment, and labor to undertake the Ellen Dr Stormwater Project in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

This contract shall be binding beginning on the 15 day of March, 2023 and end on the 15 day of September, 2023.

Article 3. CONTRACT PRICE:

The City shall pay the Contractor for the performance of the work, a sum not to exceed the total cost as shown on Ellen Dr Stormwater Project bid, the amount of \$206,629.50 attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of \$206,629.50 shall be dispersed monthly.
- b. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay

unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work shall be available twenty-four (24) hours, seven (7) days per week basis, including Holidays. Contractor MUST respond each time an authorized representative of the City requests service. The City of Arnold will give a minimum of two (2) hours' notice; the Contractor must positively confirm with the City of Arnold Parks Superintendent. Contractor MUST respond within two (2) hours after receipt of request for service from the City. Contractor MUST provide continuous 24-hour coverage, if required, until released by the City of Arnold Park Superintendent. Contractor personnel are NOT permitted to leave until released by the City of Arnold Park Superintendent. Contractor SHALL NOT work any other roads, sidewalks or Parking areas except the assigned City areas during the shift. The salt which is owned by the City and used by the Contractor, shall remain the property of the City of Arnold at all times. At the end of the shift, the trucks will be emptied and inspected by the shift supervisor. Salt shall only be dispersed into the Contractors vehicles by a qualified City employee. Contractor or its employees SHALL NOT load their vehicles themselves. All work shall be done in accordance with the best trade practices. All safety regulations for the protection of workmen, City of Arnold employees, pedestrians, and property must be followed. All applicable state and local laws, ordinances and codes shall apply to this contract.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required. WORKERS COMPENSATION – As required by the Law of the State of Missouri Statutory Limits, including Employer's Liability. GENERAL LIABILITY – Limits of not less than \$2,000,000.00 per occurrence with an aggregate limit of \$4,000,000.00. AUTOMOBILE, BODILY INJURY & PROPERTY DAMAGE LIABILITY – Limits of not less than \$2,000,000.00 CSL per occurrence bodily injury and property damage is required. Non-ownership hired vehicles shall be included in the coverage. By accepting this contract, the successful bidder agrees to defend, indemnify, and hold harmless the City of Arnold, its elected and approved officials, and all employees. All Certificates of Insurance shall indicate a thirty (30) days advance written notice of cancellation or non-renewals. Insurance Certificates MUST be furnished to City of Arnold Public Works PRIOR to commencement of any work. Contractor's general liability insurance policy shall include a "City of Arnold Additional Insured Endorsement."

Umbrella or Excess Liability may satisfy minimum liability limits required above for Commercial General Liability (CGL) under Umbrellas or Excess Liability policy. There is no minimum Pre-Occurrence limit of liability under the Umbrellas or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse the City, its officers, agents, volunteers, lessees, invitees and employees, covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 7. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, the Bid, and Bond, together with this Agreement, form the Contract.

"No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD

2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: Plattin Creek
Excavating, LLC

Contractor Address:

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

By: _____
Tammi Casey, City Clerk

Title

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

PCX

Ellen Drive Stormwater
Replacement of an enclosed stormwater pipe.

Date:

BID FORM

SP #	Description	Unit	Quantity	Unit Cost	Sub Total
SP-006	Mobilization	LUMP	1	7,700.00	7,700.00
SP-007	Clearing	LUMP	1	7,420.00	7,420.00
SP-008	Erosion and Sediment Control	LUMP	1	6,880.00	6,880.00
SP-008	Protection and Restoration	LUMP	1	7,800.00	7,800.00
SP-009	Pool Removal	LUMP	1	14,900.00	14,900.00
SP-010	Sinkhole Repair	LUMP	1	6,690.00	6,690.00
SP-011	Excavation Class "C"	CY	435	25.00	10,875.00
SP-012	Compacted Backfill	CY	371	8.00	2,968.00
SP-013	Abandonment - Pipe Fill	CY	28	400.00	11,200.00
SP-014	Sodding	SY	1,607	6.50	10,445.50
SP-015	Fence - 48" Chain Link	LF	298	61.00	18,178.00
SP-016	Fence - 72" Wood	LF	212	80.00	16,960.00
SP-017	Fence - Vinyl	LF	67	150.00	10,050.00
SP-018	Cutoff Wall	CY	3	1,070.00	3,210.00
SP-019	Curb Inlet	Each	1	5,250.00	5,250.00
SP-020	Special Manhole	Each	1	15,300.00	15,300.00
SP-021	24" Reinforced Concrete Pipe	LF	291	100.00	29,100.00
SP-022	Concrete Encasement	CY	3	1,120.00	3,360.00
SP-023	Street Pavement - Asphalt Removal & Replacement	SY	74	39.00	2,886.00
SP-024	Asphalt Curb - Removal and Replacement	LF	47	171.00	8,037.00
SP-025	Utility Coordination	LUMP	1	1,210.00	1,210.00
SP-026	Traffic Control	LUMP	1	2,500.00	2,500.00
SP-027	Construction Staking	LUMP	1	2,500.00	2,500.00
SP-028	As-Built Survey	LUMP	1	1,210.00	1,210.00
				TOTAL =	\$206,899.50



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Plattin Creek Excavating, LLC
555 E. Outer 21 Road
Arnold, MO 63010

SURETY:

(Name, legal status and principal place of business)
West Bend Mutual Insurance Company
8401 Greenway Blvd., Suite 1100
Middleton, WI 53562

OWNER:

(Name, legal status and address)
City of Arnold Jefferson County, Missouri
2101 Jeffco Blvd. Arnold, Missouri 63010

BOND AMOUNT: \$ Ten percent (10%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

1 Ellen Drive Stormwater Project

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this February 22, 2023.



(Witness)



(Witness) Secretary



(Principal) (Seal)

PRESIDENT

(Title)



(Surety) (Seal)

David S. Slavitch, Attorney in Fact

(Title)





Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

David S. Salavitch, Robert L. Cox

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Five Million Dollars (\$5,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

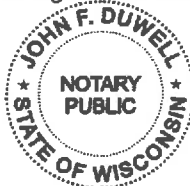
Attest James J. Pauly
James J. Pauly
Secretary



Kevin A. Steiner
Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



John F. Duwell
John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this February 22, 2023.



Dale J. Kent
Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

Hold Harmless Agreement

To the fullest extent permitted by law, PCX Construction, LLC, hereafter referred to as Contractor, agrees to indemnify, defend and hold harmless the City of Arnold, its officers, agents, volunteers, invitees, lessees and employees from and against any and all suits, claims, damages losses and expenses, including but not limited to attorneys' fees, court costs or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses were caused by the negligence or other wrongdoing of Contractor, or of any supplier or subcontractor, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CITY or any of its agents or employees.

Pursuant to the requirements of the bid and contract for **Ellen Drive Stormwater Improvements Project**, Contractor shall purchase and maintain the following insurance, at Contractor's expense:

- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis. If Contractor maintains higher limits than the minimums required, the CITY requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- Workers Compensation Insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Contractor shall make CITY an additional insured on each policy of insurance that Contractor is required to maintain. Similarly, Contractor shall require insurance with the same coverage and limits from its subcontractors and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of Contractor. Any coverage available to CITY as a named insured shall be secondary, so that the coverage to the CITY as an additional insured on the policies maintained by Contractor and Contractor's subcontractors is primary and non-contributory. CITY reserves the right to selectively trigger any one or more insurance policies that afford CITY coverage, whether as a named insured or as an additional insured. Contractor agrees that CITY shall be provided at least thirty (30) days advance written notice of any cancellation or rescission of any policy that Contractor or any of its subcontractors or suppliers is required to maintain under the contract documents. Prior to commencing work, Contractor shall provide CITY certificates of insurance and endorsements evidencing the required coverage.

CITY's receipt or review of any certificate of insurance reflecting that Contractor or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement shall not constitute a waiver of any of CITY's insurance rights under the contract documents, with all such rights being fully and completely reserved by the CITY.

No provision of this agreement shall constitute a waiver of the CITY's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

PCX Construction, LLC

CONTRACTOR

2-22-2023

DATE

STATE OF MISSOURI)
) ss
COUNTY OF St. Louis)

OSHA AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared Matt Clark,
(NAME-PRINTED)
President of PCX Construction, LLC,
(POSITION) (NAME OF COMPANY)

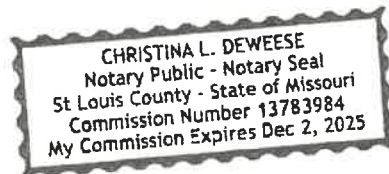
(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 292.675, Missouri Revised Statutes, pertaining to the 10-hour OSHA construction safety training of workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements. The referenced OSHA training is necessary in carrying out the contract and work in connection with **THE ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT** at the City of Arnold in Jefferson County, Missouri. Said training of all project workmen has been or will be undertaken within 60 days of commencement of construction of the project. The Contractor is to provide to the City copies of OSHA certifications cards of each project workman.


(SIGNATURE)

Subscribed and sworn to before me this 20 day of February, 2023


Notary Public

My commission expires on: 12-2-25



STATE OF MISSOURI)
) ss
COUNTY OF St Louis)

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

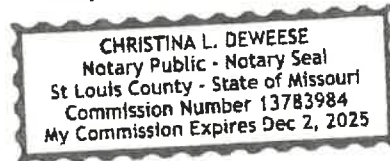
Before me, the undersigned Notary Public, personally came and appeared
Matt Clark , President of
(NAME) (POSITION)
PCX Construction LLC,
(NAME OF COMPANY)

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the contract and work in connection with **ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT** located in the City of Arnold in Jefferson County, Missouri, and completed on the 20th day of FEBRUARY, 2023.

[Signature]
(SIGNATURE)

Subscribed and sworn to before me this 20 day of February, 2023
[Signature]
Notary Public

My commission expires on: 12-2-25



STATE OF MISSOURI)
) SS
COUNTY OF St. Louis)

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Matt Clark as President of PCX Construction, LLC,
(NAME) (OFFICE HELD) (COMPANY NAME)

being duly sworn on his/her oath, affirms that said company has complied with Missouri State Law Section 34-353 RSMo regarding the purchase of manufactured good or commodities used or supplied in the performance of the City of Arnold's **ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT**.

I also affirm that PCX Construction, LLC did not and would not knowingly
(COMPANY NAME)
purchase or supply manufactured goods or commodities used on the aforementioned City of Arnold project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to penalties provided under Section 575.040 RSMo).


SIGNATURE (PERSON WITH AUTHORITY)*

Matt Clark
(PRINTED NAME)

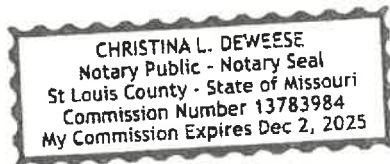
President
(TITLE)

2-22-2023
(DATE)

Subscribed and sworn to before me this 20 day of February, 2023.


Notary Public

My commission expires on: 12-2-25



PCX Construction, LLC

being duly sworn in oath deposed and states:

- I. That in connection with this procurement,
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
 - b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- II. The undersigned further states:
 - a. He is the person in the bidders' organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
 - b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
- III. The Contractor hereby attests to their intent to comply with the American with Disabilities Act. (ADA).
- IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

Matt Clark PCX Construction, LLC PARTNERSHIP
(NAME, INDICATE IF CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

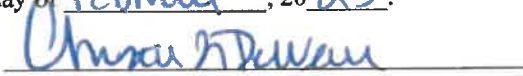
President
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

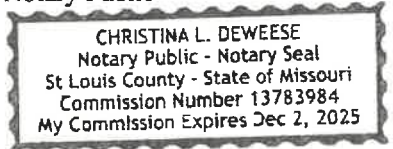


By 

Subscribed and sworn to before me this 20 day of February, 2023.


Notary Public

My commission expires on: 12-2-25



Affidavit of Work Authorization

Comes now Matt Clark (name) as President (office held) first being duly sworn, on my oath, affirm PCX Construction, LLC (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to **ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT** for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that PCX Construction, LLC (company name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to **ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT** for the duration of the contract, if awarded.

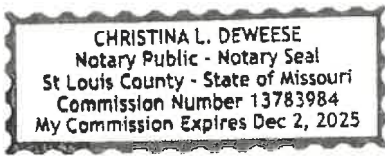
In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

[Signature] Matt Clark
Signature Printed Name

President 2-22-2023
Title Date

Subscribed and sworn before me the 20 day of February. I am commissioned as a notary public within the county of St. Louis. State of Missouri, and my commission expires on 12-2-25.

[Signature] 2-20-2023
Signature of notary Date



NAME OF BUSINESS PCX Construction, LLC

(If an individual)
SIGNATURE OF BIDDER _____

BUSINESS ADDRESS 555 E.Outer 21 Rd. Arnold, MO 63010

TELEPHONE NO. 636-287-1848

(If Co-partnership)
FIRM NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

(If a Corporation)
CORPORATE NAME _____

SIGNATURE _____

BUSINESS ADDRESS _____

TELEPHONE NO. _____

Contractor is to provide at least three (3) references (Names and Telephone Numbers)

Paric Corporation
Name _____ Phone Number _____

Alberici Constructors
Name _____ Phone Number _____

Holland Construction
Name _____ Phone Number _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this ___ day of _____, by and between _____ hereinafter called the "Contractor", and the City of Arnold, Missouri, hereinafter called the "City".

WITNESSETH, THAT, whereas the Council of the City of Arnold by motion adopted at a meeting held on _____ and by virtue of authority vested in said Council, has awarded to the Contractor the work of performing certain construction.

NOW, THEREFORE, the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK:

The Contractor shall provide all work incidentals to the furnishing of all material, equipment, and labor to undertake the ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT in accordance with the project specifications, and the terms of this contract for the City of Arnold, Missouri.

The Owner shall have representatives at the site as he may decide during the construction to observe the work in progress.

Article 2. TIME OF COMPLETION:

Work on the ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT must begin on _____ and shall be carried on at a rate to secure its full completion by _____. This date may be adjusted by the Public Works Director as additions and/or deletions are made but under no instances shall this agreement or completion date extend beyond 6 months from the date of the contract.

DEDUCTIONS FOR NOT COMPLETING ON TIME

It is mutually understood and agreed that time is the essence of this Agreement and in the event said work is not completed on or before the date named above for its completion, the Contractor shall pay damages to the owner of Two Hundred & Fifty Dollars (\$250.00) per day. Those damages shall be used to pay the expenses of the inspectors and the services of the Public Works Director for the extra time required for the completion of the work. Extra time shall in all cases be construed as the time required for completion after the date herein named. Extensions of time granted by the Owner for completion of the Contract on account of fire, strikes, or acts of Providence shall not be construed as extra time. The amount of such expense and services shall be determined by the Public Works Director, shall be reported to him in writing to the Owner, and shall be withheld from any money due the Contractor and paid to the proper parties.

Where any deductions from or forfeitures of payment in connection with the work on this Contract are duly and properly declared or imposed against the Contractor in accordance with the terms of this contract, state laws, or ordinances of the City, the total amount thereof may be withheld from any money whatsoever due or to become due the Contractor under the Contract, and when deducted shall be deemed and taken as payment in such amount.

Article 3. CONTRACT PRICE:

The City shall pay to the Contractor for the performance of the work a sum not to exceed the total

cost as shown on _____ bid of _____ attached hereto as Addendum "A".

Work covered under these criteria shall consist of all material, labor, equipment, and services necessary for the ELLEN DRIVE STORMWATER IMPROVEMENTS PROJECT.

Quantities may be added or deleted at any time during the contract. This contract is based on a quantity at a unit cost.

The above unit cost provided in this agreement proposal shall be guaranteed for the duration of contract.

Article 4. PAYMENTS TO CONTRACTOR:

- a. At least twenty (20) days before the City Council meeting at which the progress payment shall be presented for approval (but not more often than once a month), the Contractor will submit to the City a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the City may reasonably require. The City will, within ten (10) days following the first regular Council meeting at which the pay request can be put on the Council meeting agenda, pay the Contractor a progress payment on the basis of the approved partial payment estimate. Regular Council meetings are held on first and third Thursdays of each month and the agenda for the Council meeting is set seven (7) days prior to each meeting. The City shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all work covered by the Contract Documents. Authorized extra work shall be included in these monthly progress payments.
- b. No payment shall be made for materials delivered or stored on the site.
- c. When the work provided for under this Contract has been fully completed in accordance with the terms thereof, the City shall make a final inspection and the Contractor shall remedy any defects arising out of said inspection. After final acceptance of the work by the City, final payment shall be made based on the price stated in Article 3.

From the final payment shall be retained all monies expended by the City according to the terms of this Contract, and thereunder chargeable to the Contractor, all monies payable to the City, as liquidated damages, and all deductions provided by Contract, State Laws, or Ordinances of the City of Arnold.

- d. The Contractor will indemnify and save the City or the City's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, mechanics, furnisher of material, and furnisher of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be made, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the City to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City shall be considered as a payment made under the Contract Documents by the City to the Contractor and the City shall not be liable to the Contractor for any such payments made in good faith.

Article 5. GUARANTEE:

The Contractor and his Surety hereby expressly guarantee the aforesaid work as to workmanship and quality of materials used in connection therewith, for a period of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all replacements which may become necessary within that time due to nonconformity with the Specifications. Whenever notified by the City that said replacements are required, the Contractor shall, at once, make the same as directed, and at his own expense. If the Contractor does not proceed with such replacements within five (5) days of receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor. Nothing in this Section is intended as a maintenance guarantee.

Article 6. INSURANCE:

The Contractor will be required to furnish Public Liability and Property Damage Insurance in amounts as specified in the General Conditions and coverage to name the City of Arnold, Missouri, in addition to the Contractor, so that the City of Arnold is not only protected from all claims but also protected in that legal service will be rendered to defend all suits against the Contractor and the City. The Contractor shall be required to furnish the City with satisfactory proof of carriage of the insurance and endorsement(s) required.

Article 7. STATUTORY AND REGULATORY COMPLIANCE:

It is the responsibility of the Contractor to ensure compliance with all federal, state and local requirements, including, but not limited to, the following Revised Statutes of the State of Missouri:

285.530 RSMo. Work Authorization
292.675 RSMo. OSHA Training.
RSMo. 34.353 et seq. American Products.
290-210 RSMo. Prevailing Wage

The above list is not intended to be exhaustive; and the compliance requirement of this provision is continuing and must be satisfied during the entirety of this Agreement.

It is the sole responsibility of the Contractor to ensure that this provision is satisfied; and the City assumes no responsibility or liability for the failure to comply. Any penalty incurred as a result of noncompliance or failure to comply will be borne solely by the Contractor.

Article 8. THE CONTRACT DOCUMENTS:

The Advertisement, Information for Bidders, the Specifications, including Addenda Nos. _____, _____, _____, and _____, the Bid, and Bond, together with this Agreement, form the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year first above written.

SIGNATURES ON NEXT PAGE

CONTRACT SIGNATURES

CITY OF ARNOLD
2101 Jeffco Blvd.
Arnold, Missouri 63010

Contractor: PCX Construction, LLC
Contractor Address:
555 E.Outer 21 Rd. Arnold, MO 63010

By: _____
Ron Counts, Mayor

By: 
Signature

President

Title

ATTEST:

By: _____
Tammi Casey, City Clerk

By: 
Signature

Estimator

Title

Date

2-22-2023

Date

(SEAL)

636-287-1848

Telephone No.

(SEAL)

APPROVED AS TO FORM:

City Attorney