



**City Council Meeting
Council Chamber**

**March 7, 2024
7:00 P.M.**

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 **February 15, 2024.**
 - B. Payroll Warrant **#T00654 In the Amount of \$374,614.25.**
 - C. General Warrant **#5853 In the Amount of \$637,316.94.**
5. Ordinances:
6. Resolutions:
 - A. **Resolution #24-11** A Resolution Approving the Equipment Purchase of Ed Roehr Safety Products for the Police Fleet.
 - B. **Resolution #24-12** A Resolution Authorizing Application for Grant Program Funds to Purchase Floodplain Homes.
 - C. **Resolution #24-13** A Resolution Authorizing the Mayor to Enter into A Contract with SCA of Mo, LLC. to Provide Sweeping Services for 2024-2026 for the City of Arnold.
 - D. **Resolution #24-14** A Resolution Authorizing the Mayor to Enter into A Contract with Tamar Contracting, Inc. to Provide Striping Services for the City of Arnold.

- E. **Resolution #24-15** A Resolution Authorizing the Mayor to Enter into A Contract with M and H Concrete Contracting Company to Provide Construction Services for the 2024 Concrete Street Replacement Project for the City of Arnold.
- F. **Resolution #24-16** A Resolution Authorizing the Mayor to Enter into A Contract with Spencer Contracting to Undertake the 2024 Asphalt Street Overlay and Repair Project for the City of Arnold.

7. Motions:

- A. A Motion to Approve Liquor License Applications.
- B. A Motion to Approve Disposal of Surplus Items of the attached list.

8. Reports from the 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 7:00 p.m.

The pledge of allegiance was recited. Councilman Jason Fulbright offered the prayer.

ROLL CALL

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

BUSINESS FROM THE FLOOR

Lori Arons, who was recently appointed to the Jefferson County Council, introduced herself and stated she looks forward to working with everyone.

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM FEBRUARY 1, 2024**
- B. PAYROLL WARRANT #T00648 IN THE AMOUNT OF \$413,220.14**
- C. GENERAL WARRANT #5852 IN THE AMOUNT OF \$625,246.76**

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

ORDINANCES

None

RESOLUTIONS

RESOLUTION NO. 24-07 – A RESOLUTION RE-APPOINTING INDIVIDUALS TO SERVE ON THE PARKS BOARD WITH DIFFERENT EXPIRATION DATES

Bill Moritz made a motion and so moved to approve Resolution No 24-07. Seconded by Gary Plunk. Roll call vote: Hood, yes; Cooley, yes; Plunk, yes; McArthur, yes; Mullins, yes; Moritz, yes; Fleischmann, yes; Fulbright, yes; 8 Yeas: Resolution passed.

RESOLUTION NO. 24-08 – A RESOLUTION AUTHORIZING THE COUNTY OF JEFFERSON, MISSOURI TO ATTACH A SPECIAL TAX TO THE PROPERTY TAX BILL FOR A PROPERTY LOCATED AT 3532 TELEGRAPH ROAD, ALSO DESCRIBED AS PARCEL NUMBER 093.005.01002018, IN ORDER TO COLLECT THE COSTS ASSOCIATED WITH THE ABATEMENT OF A NUISANCE

Mark Hood made a motion and so moved to approve Resolution No 24-08. Seconded by Brian McArthur. Roll call vote: Hood, yes; Cooley, yes; Plunk, yes; McArthur, yes; Mullins, yes; Moritz, yes; Fleischmann, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 24-09 – A RESOLUTION AUTHORIZING THE PURCHASE OF A CERTAIN PARCEL OF PROPERTY OWNED IN TRUST BY THE JEFFERSON COUNTY, MISSOURI DELINQUENT TAX TRUSTEE

Rodney Mullins made a motion and so moved to approve Resolution No 24-09. Seconded by Gary Plunk. Roll call vote: Hood, yes; Cooley, yes; Plunk, yes; McArthur, yes; Mullins, yes; Moritz, yes; Fleischmann, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

RESOLUTION NO. 24-10 – A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH PETER’S EICHLER MECHANICAL INC.

Jason Fulbright made a motion and so moved to approve Resolution No 24-10. Seconded by Bill Moritz. Roll call vote: Hood, yes; Cooley, yes; Plunk, yes; McArthur, yes; Mullins, yes; Moritz, yes; Fleischmann, yes; Fulbright, yes; 8 Yeas: **Resolution passed.**

MOTIONS

A. A MOTION TO APPROVE LIQUOR LICENSE APPLICATIONS

Tammi Casey informed council that the Liquor Committee had nothing to bring forward this evening.

B. A MOTION TO APPROVE THE DESTRUCTION OF THE ATTACHED LIST OF FILES

Bryan Richison reminded council that the list of items to be destroyed this year was included in the council packet, a copy said list is attached hereto and made part of this record. **Jason Fulbright made a motion and so moved to approve the destruction of the attached list of files. Seconded by Gary Plunk. Roll call vote:** Hood, yes; Cooley, yes; Plunk, yes; McArthur, yes; Mullins, yes; Moritz, yes; Fleischmann, yes; Fulbright, yes; 8 Yeas: **Motion carried.**

C. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LITIGATION, REAL ESTATE AND CONTRACT NEGOTIATIONS PURSUANT TO RSMo 610.021 (1), (2) AND (12)

Mark Hood made a motion and so moved to hold a closed session immediately following the city council meeting. Seconded by EJ Fleischmann. Roll call vote: Hood, yes; Cooley, yes; Plunk, yes; McArthur, yes; Mullins, yes; Moritz, yes; Fleischmann, yes; Fulbright, yes; 8 Yeas: Motion carried.

REPORTS FROM MAYOR AND COUNCIL

Mayor Counts – Encouraged council to attend the Jefferson County State of the County breakfast on February 19th. Mayor Counts also announced his intention to run in the next Mayoral election to be held in 2025.

EJ Fleischmann, Ward 1 – Thanked Mrs. Arons for attending this evening and congratulated her on her appointment to the county council.

Bill Moritz, Ward 2 – Congratulated Mrs. Arons on her appointment to county council.

Jason Fulbright, Ward 1 – Congratulated Mrs. Arons and also Mayor Counts on his announcement to run in the next election.

ADMINISTRATIVE REPORTS

David Bookless – Informed council that the purchase of 3521 Tenbrook is complete and the Fire Department has already begun using the space for training purposes.

Mayor Counts announced a five-minute recess before going into Closed Session.


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Closed Session ended at 8:45 p.m.

A motion to adjourn the meeting was made by Butch Cooley. Seconded by Rodney Mullins.

Voice vote: All Yeas.

Meeting adjourned at 8:45 p.m.


City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 2/15/2024

PAGE: 1

BILL NO - RESOLUTION - MOTION

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 24-07	RESOLUTION NO 24-08	RESOLUTION NO 24-09	RESOLUTION NO 24-10
COUNCIL MEMBERS:							
MAYOR	RON COUNTS	PRESENT					
COUNCIL:	MARK HOOD	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BUTCH COOLEY	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	GARY PLUNK	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BRIAN MCARTHUR	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	RODNEY MULLINS	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	BILL MORITZ	PRESENT	YES	YES	YES	YES	YES
COUNCIL:	EJ FLEISCHMANN	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					

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 2/15/2024

PAGE: 2

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

MAYOR RON COUNTS

COUNCIL: MARK HOOD

COUNCIL: BUTCH COOLEY

COUNCIL: GARY PLUNK

COUNCIL: BRIAN MCARTHUR

COUNCIL: RODNEY MULLINS

COUNCIL: BILL MORITZ

COUNCIL: EJ FLEISCHMANN

COUNCIL: JASON FULBRIGHT

CITY ADMINISTRATOR BRYAN RICHISON

CITY CLERK TAMMI CASEY

COM DEV DAVID BOOKLESS

FINANCE DIRECTOR BILL LEHMANN

CITY ATTORNEY BOB SWEENEY

MOTION TO APPROVE DESTRUCTION OF RECORDS	MOTION TO HOLD CLOSED SESSION				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
YES	YES				
		PARKS DIR:	DAVE CRUTCHLEY		
		PUBLIC WORKS:	JUDY WAGNER		
		TREASURER:	DAN KROUPA		
		POLICE DEPT.	CHIEF CARROLL		

**CITY CLERKS OFFICE
SHRED LIST FOR 2023**

IN TOWN BUSINESS LICENSES 2011-2012

OUT OF TOWN BUSINESS LICENSES 2017-2018

SUNSHINE LAW REQUESTS 2018-2019

UTILITY REBATES 2018

BIDS 2016-2017

RECODIFICATION BID

TITLE COMPANY REQUESTS 2016-2017

VENDING MACHINE LICENSES 2018-2019

SOLICITOR/PEDDLER LICENSES 2018-2019

RECEIPTS FOR RETURNED CHECKS 2020

DIRECT PAYMENT PLAN (ACH) 2019

TRASH REBATES FOR MOBILE HOMES 2009-2014

LOW FLOW TOILET REBATES 2009-2018

UTILITY BILLING JOURNALS 2013-2018

COPIES OF VOTER REGISTRATION CARDS

ELEVEN (11) TOTAL BOXES TO SHRED

LAURIE'S DESTRUCTION ORDER LIST 2021-2022

Closed Prosecutor files

Box #1- JAN. PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #2, 3 and 4 – POLICE REPORTS AND ANY IDENTIFIABLE OR CONFIDENTIAL INFORMATION.

Box #5- FEB. PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #6 – MARCH. PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #7- Previously scanned materials, not required to retain.

Box #8- Previously scanned materials, not required to retain.

Box #9- APRIL- PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #10- MAY- PURGED FILES FOR CITY SHREDDING (NO DESTRUCTION ORDER FROM PRESIDING JUDGE NEEDED) POLICE REPORTS, DUPLICATES, ANY SENSITIVE MATERIALS.

Box #11-25 (15 total)- Closed prosecutor files (no destruction order from Presiding Judge needed)

Box # 26-35 ((10 total) Closed prosecutor files (no destruction order from Presiding Judge needed)

Box #36- Closed Prosecutor files

Box #37- Purged files for city shredding- Police reports, duplicates and any identifiable info

Box#38- Closed Prosecutor files

Box #39-Closed Pros files for city shredding

Box #40- Closed Pros files

Box #41- Purged files for city shredding

Box #42- Closed Prosecutor files

Box #43- Closed Prosecutor files

Box #44- Closed Prosecutor files

Box #45- Purged files for shredding

Destruction Orders (Court)

Boxes contain Minor traffic offenses ordinances and dismissed cases.

- Box 12- March A-Z 2017
- Box 13- April A-Z 2017
- Box 14- May A-R 2017
- Box 15- May S-Z 2017
- June A-J 2017
- Box 16- June K-Z 2017
- Box 17-July A-S 2017

- Box 1-July T-Z 2017 o
Aug A-L 2017
- Box 2- Aug M-Z 2017
o Sept. A-E 2017
- Box 3- Sept. F-Z 2017
- Box 4- Oct. A-Z 2017
- Box 5- Nov. A-Z 2017
- Box 6- Dec. A-Z 2017
- Box 7- Traffic Light
Tickets 2017 (in a
brown box)
- Box 8-Jan. A-L 2018
- Box 9- Jan. M-Z 2018
- Box 10- Feb. A-L 2018
- Box 11- Feb. M-Z 2018
- Box 12 Mar A-K 2018
- Box 13 Mar L-Z 2018
- Box 14 Apr. A-K 2018
- Box 15 Apr. L-Z 2018
- Box 16 May A-K 2018
- Box 17 May L-Z 2018
- Box 18 June A-M 2018
- Box 19 June N-Z 2018
- Box 20 July A-M 2018
- Box 21 July N-Z 2018
- Box 22 August A-L 2018

- **Box 23 August M-Z 2018**
- **Box 24 sept. A-R 2018**
- **Box 25 sept. S-Z 2018**
- **Box 26 Oct. A-R 2018**
- **Box 27 Oct. S-Z 2018**
- **Box 28 Nov A-M 2018**
- **Box 29 Nov N-Z 2018**
- **Box 30 Dec. A-Z 2018**
- **Box 31 Jan. A-Z 2019**
- **Box 32 Feb. A-S 2019**
- **Box 33 Feb. T-Z 2019**
- **Box 34 Mar. A-R 2019**
- **Box 35 Mar. S-Z 2019**
- **Box 36 Apr. A-Z 2019**
- **Box 37 May A-Z 2019**
- **Box 38 Jun. A-R 2019**
- **Box 39 Jun. S-Z 2019**
- **Box 40 July A-Z 2019**
- **Box 41 August 2019 A-Z**
- **Box 42 sept. 2019 A-O**
- **Box 43 sept. 2019 P-Z**
- **Box 44 Oct. 2019 A-K**
- **Box 45 Oct. 2019 L-Z**
- **Box 46 Nov. 2019 A-Z**
- **Box 47 Dec. 2019 A-Z**
- **Box 48 Jan. 2020 A-O**
- **Box 49 Jan. 2020 P-Z**
- **Box 50 Feb. 2020 A-O**
- **Box 51 Feb. 2020 P-Z**
- **Box 52 March 2020 A-Z**
- **Box 53 April 2020 A-Z**
- **Box 54 May 2020 A-Z**
- **Box 55 June 2020 A-L**
- **Box 56 June 2020 M-Z**
- **Box 57 July 2020 A-L**
- **Box 58 July 2020 M-Z**
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2023 Finance Shredding

Journal Entries

FY 2000-2006

FY 2007

FY 2008

FY 2009

FY 2010

FY 2016

Golf Receipts

FY 2015

FY 2016

FY 2017

FY 2018

Cash Receipts

FY 2017

Rec Center/Golf Daily Receipts

FY 2015

FY 2016

FY 2017

Lockbox

FY 2016

FY 2017

FY 2018

Payables

FY 2015

Card Services

FY 2015

FY 2020

Daily Receipts

FY 2016

RESOLUTION NO: 24-11

A RESOLUTION APPROVING THE EQUIPMENT PURCHASE OF ED
ROEHR SAFETY PRODUCTS FOR THE POLICE FLEET.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached quotes from Ed Roehr Safety Products are hereby approved. The Mayor and/or City Administrator are authorized to execute any documents necessary to complete the transaction.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING (PURCHASING)
COOPERATIVE CONTRACT PROCUREMENT

CONTRACT NO.: CC201400002
REQ NO.: N/A
TITLE: PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT
BARS, SIREN WARNING ACCESSORIES

BUYER: TAMMY MICHEL
PHONE NO.: (573) 751-3114
E-MAIL: tammy.michel@oa.mo.gov

TO: Code 3, Inc.
10986 North Warson Road
St. Louis, MO 63114

RETURN DOCUMENT TO THE DIVISION OF PURCHASING (PURCHASING) BY E-MAIL, FAX, OR
MAIL/COURIER:

SCAN AND E-MAIL TO:	tammy.michel@oa.mo.gov
FAX TO:	(573) 526-9816
MAIL TO:	PURCHASING, P.O. Box 809, Jefferson City, Mo 65102-0809
COURIER/DELIVER TO:	PURCHASING, 301 West High Street, Room 630, Jefferson City, Mo 65101-1517

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

STATE OF MISSOURI
VARIOUS AGENCY LOCATIONS

The Contractor hereby agrees to provide the services and/or supplies described in the attached NASPO ValuePoint /State of Minnesota Agreement #165351 for the State of Missouri subject to the conditions stated on page 2. The Contractor further agrees that when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between the Contractor and the State of Missouri. The Contractor must be registered in MissouriBUYS. If not registered in MissouriBUYS, the Contractor must register in MissouriBUYS immediately upon request by the state.

SIGNATURE REQUIRED

VENDOR NAME		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
Code 3, Inc.		MB00051595	
MAILING ADDRESS			
10986 North Warson Road			
CITY, STATE, ZIP CODE			
St. Louis, MO 63114			
CONTACT PERSON		EMAIL ADDRESS	
Richard D. Jay		richard.jay@esg.global	
PHONE NUMBER		FAX NUMBER	
(208) 891-9468		N/A	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)			
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE		DATE	
		03/16/2020	
PRINTED NAME		TITLE	
John M. Ducharme		President ECCO Safety Group Americas	

**CONTRACT TITLE: PUBLIC SAFETY VEHICLE ACCESSORIES AND LED LIGHT BARS,
SIREN WARNING ACCESSORIES.**

CONTRACT PERIOD: DATE OF AWARD THROUGH AUGUST 31, 2021

Contract CC201400002 is awarded by the State of Missouri consisting of the following:

- ❖ The attached NASPO ValuePoint / State of Minnesota Master Agreement #165351 signed by the State of Minnesota on October 1, 2019,
- ❖ The attached Participating Addendum Master Agreement, and
- ❖ The attached Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories Solicitation #2000008586 issued by the State of Minnesota / NASPO ValuePoint on March 6, 2019

The contractor shall provide public safety vehicle accessories and LED emergency light bars, siren warning accessories, to the State of Missouri, including political subdivisions and/or governmental entities in accordance with the NASPO ValuePoint / State of Minnesota Master Agreement #165351, as may be amended. All references to the State of Minnesota in the attached documentation shall be deemed to refer to the State of Missouri with the exception of information specific to the State of Minnesota, such as background information, statistical/factual information, etc.

Code 3, Inc. agrees upon receipt of a Notice of Award signed by an authorized official from the State of Missouri, Division of Purchasing, a binding contract shall exist between Code 3, Inc. and the State of Missouri.

The contractor shall submit invoices for public safety vehicle accessories and LED emergency light bars, siren warning accessories, provided for the State of Missouri to the ordering entity.

1. GENERAL CONTRACTUAL AND PERFORMANCE REQUIREMENTS:

1.1 General:

1.1.1 The contractor shall provide public safety vehicle accessories and LED emergency light bars, siren warning accessories upon request of the state agency.

1.2 Federal Funds Requirement:

1.2.1 The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

1.3 Debarment Certification:

1.3.1 The contractor certifies by signing the signature page of this original document and any addendum signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The contractor should complete and return the attached

certification regarding debarment, etc., **Exhibit A** with their response. This document must be satisfactorily completed prior to award of the contract.

1.4 Cooperative Procurement Program:

The contractor shall participate in the State of Missouri's Cooperative Procurement Program. The contractor shall provide public safety vehicle accessories and LED emergency light bars, siren warning accessories as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (section 67.360, RSMo, which is available on the internet at <http://www.moga.mo.gov/mostatues/stathtml/06700003610.html>). The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due to the contractor by such governmental entities.

1.5 Missouri Statewide Contract Quarterly Administrative Fee:

1.5.1 The contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by the contractor for all products provided under the contract. Payment of the one percent administrative fee shall be non-negotiable.

1.5.2 The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.

1.5.3 Payments shall be made using one of the following acceptable payment methods:

- **Check:** Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- **Electronic Payment:** Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.

1.5.4 All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

1.6 Missouri Statewide Contract Quarterly Administrative Fee Report:

1.6.1 The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing which shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.

1.6.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing (Purchasing) no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

1.6.3 The Missouri Statewide Contract Quarterly Administrative Fee Report form may be downloaded from the following Purchasing website: <http://content.oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report is also included herein as **Attachment 1**. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

a. **Mail:** Division of Purchasing
P.O. Box 809, Jefferson City, MO 65102-0809

OR

Division of Purchasing
301 West High Street, Room 630, Jefferson City, MO 65101-1517

b. **Fax:** (573) 526-9815

c. **Email:** ereports@oa.mo.gov

1.6.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

1.7 Missouri Statewide Contract Quarterly Usage Report:

1.7.1 The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing (Purchasing) which shall provide the Data Element information listed below:

Data Element	Description
Contractor Name	Contractor name as it appears on the contract.
Statewide Contract Number	Statewide contract number as listed on the cover page of your contract with the State of Missouri.
Report Contact Name	Name of the person completing the report on behalf of the contractor.
Contact Phone Number	Phone number for the person completing the report.
Contact Email Address	Email address for the person completing the report.

Date Report Submitted	Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Purchasing.
Reporting Quarter	Quarter for which the contractor is reporting purchases on the contract.
Entity Type	Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state.
Customer Name	Customer's name. If the customer has multiple locations, please only use the main entity name.
Product or Service Description	Description of product or service purchased.
Purchase Authorization Number/Identifier	Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".
Contract Line Item Number	Line item number on the contract.
Quantity Delivered	Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.
Unit Price Charged	Unit Price Charged (i.e. excluding credits) for the product or service purchased.
Extended Price	Quantity Delivered X Unit Price Charged.

- 1.7.2 The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.
- 1.7.3 The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet included herein in **Attachment 2** which is downloadable from <http://content.oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: ereports@oa.mo.gov.
- 1.7.4 The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

EXHIBIT A

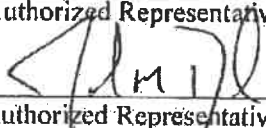
**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Code 3, Inc.

	884497611
Company Name	DUNS #
John M. Ducharme	President ECCO Safety Group Americas
Authorized Representative's Printed Name	Authorized Representative's Title
	03/16/2020
Authorized Representative's Signature	Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**STATE OF MISSOURI
DIVISION OF PURCHASING (Purchasing)**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of

action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined Purchasing improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



**PUBLIC SAFETY VEHICLE
ACCESSORIES AND LED LIGHT BARS, SIREN WARNING ACCESSORIES**
Led by the State of Minnesota

Master Agreement #: 165351

Contractor: **CODE 3, INC.**

Participating Entity: **STATE OF MISSOURI**

The following products or services are included in this contract portfolio:

- *LED Light Bar and other Related Accessories*
- *Sirens*

Master Agreement Terms and Conditions:

Scope: This addendum covers the Public Safety Vehicle Accessories And Led Light Bars, Siren Warning Accessories led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

1. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
2. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Code 3, Inc. Attn: Richard D. Jay
Address:	10986 North Warson Road St. Louis, MO 63114
Telephone:	(208) 891-9468
Fax:	NA
Email:	richard.jay@esg.global

Participating Entity


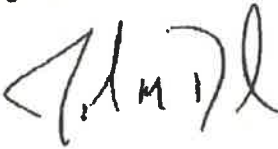
Name:	Tammy Michel
Address:	State of Missouri, Office of Administration, Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101
Telephone:	(573) 751-3114
Fax:	(573) 526-9816
Email:	tammy.michel@oa.mo.gov



**PUBLIC SAFETY VEHICLE
ACCESSORIES AND LED LIGHT BARS, SIREN WARNING ACCESSORIES**
Led by the State of Minnesota

3. Participating Entity Modifications or Additions to the Master Agreement: No changes to the terms and conditions of the Master Agreement are required. For informational purposes, the contractor is requested to complete Attachment #1 of this PA regarding their economic impact to the State of Missouri.
4. Lease Agreements: The State of Missouri will not purchase lease agreements.
5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
6. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: <i>State of Missouri</i>	Contractor: Code 3, Inc.
Signature: 	Signature: 
Name: <i>Karen S. Boeger</i>	Name: John M. Ducharme
Title: <i>Director, Division of Purchasing</i>	Title: President ECCO Safety Group Americas
Date: <i>3/21/2020</i>	Date: 03/16/2020

[Additional signatures may be added if required by the Participating Entity]



QUOTATION

PAGE NO	1
QUOTE NO	2966

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 FAX 314-533-3830
 (800)-392-8210

BILL TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
 2101 JEFFCO BLVD.
 ARNOLD, MO 63010

SHIP TO: Wireless USA
 1536 Lonedell Industrial Court
 Arnold, MO 63010

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
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ef/dw

Marked Vehicles

4	C325-30032-C LIGHTBAR C3 PURSUIT BAR 47" CONFIG c123084	EA	1,780.00	0.00	7,120.00
4	C3C3100TH21 SPK C3 MO SPECIAL TAHOE 21+ SUBURBAN, 100 WATT SPEAKER	EA	179.00	0.00	716.00
8	C3M180S-W LED C3 INTERSECTION WHITE INTERSECTION / MIRROR / PUDDLE	EA	74.72	0.00	597.76
4	C3MR6MC-BW LED C3 MR6 BLU/WHT MULTI COLOR FLUSH MOUNT - MULTI COLOR BW (license plate)	EA	89.79	0.00	359.16
4	C3MR6MC-RW LED C3 MR6 RED/WHT MULTI COLOR FLUSH MOUNT - MULTI COLOR RW (license plate)	EA	89.79	0.00	359.16
4	C3ULTMC-BW MEGA THIN C3 6 LED BLUE/ WHITE SURFACE MOUNT MULTI COLOR B/W	EA	84.90	0.00	339.60



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PAGE NO	2
QUOTE NO	2966

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QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
	(hatch)				
4	C3ULTMC-RW MEGA THIN C3 6 LED RED/ WHITE SURFACE MOUNT MULTI COLOR R/W (hatch)	EA	84.90	0.00	339.60
16	C3XT4LBKT BRACKET XT4 90 DEGREE L-BRKT (cargo side window & grill)	EA	5.80	0.00	92.80
8	C3ULTMC-RB MEGA THIN C3 6 LED RED / BLUE SURFACE MOUNT MULTI COLOR R/B (cargo side window)	EA	84.90	0.00	679.20
8	C3ULTMC-RW MEGA THIN C3 6 LED RED/ WHITE SURFACE MOUNT MULTI COLOR R/W (grill)	EA	84.90	0.00	679.20
8	C3ULTMC-BW MEGA THIN C3 6 LED BLUE/ WHITE SURFACE MOUNT MULTI COLOR B/W (grill)	EA	84.90	0.00	679.20
4	C3BSM-BKT-TH21 C3 Under Mirror BKT 2021 Tahoe	EA	31.80	0.00	127.20



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PAGE NO
3
QUOTE NO
2966

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QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
4	C3LPBKTR-TH21 BRACKET C3 LICENSE TAHOE 2021 2021 TAHOE LICENSE BRACKET	EA	29.00	0.00	116.00
4	C342-3TRBA-CM Citadel R/A B/A Mega Thin with Control Box	EA	1,129.00	0.00	4,516.00
4	C3CZMATSIB Serial Interface Box C3 Non-Matrix Sirens & Switches	EA	116.06	0.00	464.24
5	WH295SLSA6 SIREN AMP SIREN CONTROL CNTR W/ MIC	EA	389.00	0.00	1,945.00
5	PGP1000T21AOSB PRO-CELL PG SGL PTS 1/2 PART. 2021+ TAHOE w/ Outboard Belts	EA	2,440.00	0.00	12,200.00
2	LUNLOFT-21TAH-T LOFT LUN Install Kit 21 Tahoe	EA	171.11	0.00	342.22



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PAGE NO	4
QUOTE NO	2966

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2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
4	LUNLOFT-21TAH2G Storage Tray LUN Ovrhead Cargo Dual Gun Vault w/AR&Shotgun LO	EA	869.00	0.00	3,476.00
1	FREIGHT FREIGHT COST (ProGard)	EA	426.12	0.00	426.12
1	FREIGHT FREIGHT COST (Lund Loft)	EA	244.25	0.00	244.25
TOTAL QUOTE					35,818.71



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PAGE NO	1
QUOTE NO	2967

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2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
ef/dw					
5	TRPCC-21TH-1008 Console TRP 18" 2021 Tahoe	EA	389.06	0.00	1,945.30
5	TRPAC-INBHG DUAL CUP HOLDER TRP INTERNAL	EA	40.63	0.00	203.15
10	TRPAC-MCLBKT FACEPLATE L-SHAPE BRACKET W/ SLOTTED HOLES	EA	11.72	0.00	117.20
5	TRPPFP-USB-2DC FACEPLATE TRP USB + 2 DC OUT	EA	53.13	0.00	265.65
5	TRPPFP-WS295HF FACEPLATE TRP WHELEN WS295HF	EA	36.90	0.00	184.50
5	TRPPFP-MXTL-2500 FACEPLATE TRP MXTL 2500	EA	37.99	0.00	189.95
5	TRPPFM-21TH TRP Floor Plate 2021 Tahoe	EA	0.00	0.00	0.00



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PAGE NO	2
QUOTE NO	2967

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2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
5	TRPACTBARMNT58 Armrest TRP Console Mnt Adj. Cnslr Mnt Adjustable Arm Rest	EA	135.29	0.00	676.45
3	#TRPCMSDMTSLLT1 CM-SDMT-SL-LT17 Troy Part # New Style Computer Mount w/SLide		451.25	0.00	1,353.75
1	FREIGHT FREIGHT COST	EA	369.00	0.00	369.00
TOTAL QUOTE					5,304.95



QUOTATION

PAGE NO	1
QUOTE NO	2968

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QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
ef/dw					
K-9					
1	C3C3100TH21 SPK C3 MO SPECIAL TAHOE 21+ SUBURBAN, 100 WATT SPEAKER	EA	179.00	0.00	179.00
2	C3M180S-W LED C3 INTERSECTION WHITE INTERSECTION / MIRROR / PUDDLE	EA	95.50	0.00	191.00
1	C3MR6-BW LED LIGHT C3 MR6 BLUE/WHITE FLUSH MOUNT / HOOD MOUNT (license plate)	EA	89.79	0.00	89.79
1	C3MR6-RW LED LIGHT C3 MR6 RED/WHITE FLUSH MOUNT / HOOD MOUNT (license plate)	EA	89.79	0.00	89.79
1	C3ULTMC-BW MEGA THIN C3 6 LED BLUE/ WHITE SURFACE MOUNT MULTI COLOR B/W (hatch)	EA	89.79	0.00	89.79
1	C3ULTMC-RW MEGA THIN C3 6 LED RED/ WHITE SURFACE MOUNT MULTI COLOR R/W	EA	84.90	0.00	84.90



QUOTATION

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2
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2550 SAINT LOUIS AVE.
 ST. LOUIS, MO 63106
 FAX 314-533-3830
 (800)-392-8210

BILL TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
 2101 JEFFCO BLVD.
 ARNOLD, MO 63010

SHIP TO: Wireless USA
 1536 Lonedell Industrial Court
 Arnold, MO 63010

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
	(hatch)				
6	C3XT4LBKT BRACKET XT4 90 DEGREE L-BRKT (cargo & grill)	EA	5.80	0.00	34.80
2	C3ULT6-RB MEGA THIN C3 6 LED RED/BLUE SURFACE MOUNT LED (rear side cargo window)	EA	84.90	0.00	169.80
2	C3ULT6-RW MEGA THIN C3 6 LED RED/WHITE SURFACE MOUNT RED / WHITE (grill)	EA	84.90	0.00	169.80
2	C3ULTMC-BW MEGA THIN C3 6 LED BLUE/ WHITE SURFACE MOUNT MULTI COLOR BW (grill)	EA	84.90	0.00	169.80
1	C3BSM-BKT-TH21 C3 Under Mirror BKT 2021 Tahoe	EA	31.80	0.00	31.80
1	C3LPBKTR-TH21 BRACKET C3 LICENSE TAHOE 2021 2021 TAHOE LICENSE BRACKET	EA	29.00	0.00	29.00



QUOTATION

PAGE NO
3
QUOTE NO
2968

ED ROEHR SAFETY PRODUCTS

2550 SAINT LOUIS AVE.
 ST. LOUIS, MO 63106
 FAX 314-533-3830
 (800)-392-8210

BILL TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
 2101 JEFFCO BLVD.
 ARNOLD, MO 63010

SHIP TO: Wireless USA
 1536 Lonedell Industrial Court
 Arnold, MO 63010

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	C342-3TRBA-CM Citadel R/A B/A Mega Thin with Control Box	EA	1,129.00	0.00	1,129.00
1	C339-30004-CM Supervisor C3 Thin Matrix Red/White Blue/White	EA	779.00	0.00	779.00
1	C3CZMATSIB Serial Interface Box C3 Non-Matrix Sirens & Switches	EA	116.06	0.00	116.06
1	C3TSMTG-THSLV Bracket C3 Supervis Thin Tah21 Tahoe 2021+	EA	0.00	0.00	0.00
1	WH295SLSA6 SIREN AMP SIREN CONTROL CNTR W/ MIC	EA	389.00	0.00	389.00
1	AAEZ-RIDER AA EZ-Rider K-9 Platform Sys State Year & Make Vehicle	EA	2,720.00	0.00	2,720.00



QUOTATION

PAGE NO
4
QUOTE NO
2968

ED ROEHR SAFETY PRODUCTS

2550 SAINT LOUIS AVE.
ST. LOUIS, MO 63106
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(800)-392-8210

BILL TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
2101 JEFFCO BLVD.
ARNOLD, MO 63010

SHIP TO: Wireless USA
1536 Lonedell Industrial Court
Arnold, MO 63010

QUOTE DT	CUSTOMER NO	SLS RP	PYMNT TERMS	LOC	PPD/COL	SHIP DT	SHIP VIA
2/14/2024	000000001367	011	NET 30	MO		A.S.A.P.	UPS

QTY ORDERED	ITEM NO DESCRIPTION	UOM	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AAWATERDISH WATER DISH FOR K-9 EZRIDER	EA	129.00	0.00	129.00
1	FREIGHT FREIGHT COST (for K9 cage)	EA	295.00	0.00	295.00
TOTAL QUOTE					6,886.33



ORDER ACKNOWLEDGEMENT

ED ROEHR SAFETY PRODUCTS
 2550 SAINT LOUIS AVE.
 ST. LOUIS, MO 63106
 FAX 314-533-3830
 (800)-392-8210

ORDER NO	CURRENT DATE	PAGE NO
242508	10/4/2023	Page 1 of 2
CUSTOMER PURCHASE ORDER		

BILL TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
 2101 JEFFCO BLVD.
 ARNOLD, MO 63010

SHIP TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
 2101 JEFFCO BLVD.
 ARNOLD, MO 63010

Dear Customer,

This document acknowledges receipt of your order. Please review the information presented here and advise us of any errors you notice or disagreements you have at your earliest convenience. For fastest service, call us at the phone number printed above. Please refer to our Order Number and your P.O. Number in all correspondence.

Customer Account Number	SHIP VIA / PAYMENT TERMS	PRICE	SHIPPING INSTRUCTIONS	ENTERED BY
000000001367	UPS NET 30	A.S.A.P.		EF

QUANTITY	ITEM NO	DESCRIPTION	UNIT	UNIT PRICE	EXTENDED PRICE
<i>ef/dw</i>					
<i>dcs</i>					
2	C3HDSPKT	SPEAKER KIT C3 HARLEY SPEAKER, BRACKET, HARNESS	EA	289.00	578.00
2	C3CD3802BW	Mega Thin C3 B/W Surface Mount Blue/White	EA	84.71	169.42
<i>(mount vertical on fork bracket)</i>					
2	C3CD3802RW	Mega Thin C3 R/W Surface Mount Red/White	EA	84.71	169.42
<i>(mount on fork bracket)</i>					
4	C3HD513	FORK MOUNT C3 FRONT XT3/LEDX	EA	93.40	373.60
2	C3CD3801R	Mega Thin C3 Red Surface Mnt 12-24VDC	EA	73.43	146.86
<i>(facing rear lower on bag guard)</i>					
2	C3CD3801B	Mega Thin C3 Blue Surface Mnt 12-24VDC	EA	73.43	146.86
<i>(facing rear on lower bag guard)</i>					
2	C3HDMTRBW	Supervisor C3 Harley Davidson	EA	686.64	1,373.28
2	C3CD5051BW	LED C3 DUAL COLOR BLUE / WHITE BLUE / WHITE SURFACE MOUNT	EA	104.84	209.68



ORDER ACKNOWLEDGEMENT

ED ROEHR SAFETY PRODUCTS

2550 SAINT LOUIS AVE.
ST. LOUIS, MO 63106

FAX 314-533-3830
(800)-392-8210

ORDER NO	CURRENT DATE	PAGE NO
242508	10/4/2023	Page 2 of 2

CUSTOMER PURCHASE ORDER

BILL TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
2101 JEFFCO BLVD.
ARNOLD, MO 63010

SHIP TO: ARNOLD MO CITY OF**DO NOT MAIL INVOICE**
2101 JEFFCO BLVD.
ARNOLD, MO 63010

Dear Customer,

This document acknowledges receipt of your order. Please review the information presented here and advise us of any errors you notice or disagreements you have at your earliest convenience. For fastest service, call us at the phone number printed above. Please refer to our Order Number and your P.O. Number in all correspondence.

Customer Account Number	SHIP VIA / PAYMENT TERMS	PROCESS	SHIPPING INSTRUCTIONS	ENTERED BY
000000001367	UPS NET 30	A.S.A.P.		EF

QUANTITY	ITEM NO	DESCRIPTION	UOM	UNIT PRICE	EXTENDED PRICE
ef/dw					
dcs					
mount on side of front fender					
2	C3CD5051RW	LED C3 DUAL COLOR RED / WHITE RED / WHITE SURFACE MOUNT LED	EA	104.84	209.68
mount on side of front fender					
6	C3CD3802RB	MEGA THIN C3 R/B SURFACE RED/BLUE	EA	84.71	508.26
mount on harley box					
6	C3CD3802RB	MEGA THIN C3 R/B SURFACE RED/BLUE	EA	84.71	508.26
mount on harley box					
2	C3T07088	Bracket C3 Harley	EA	68.77	137.54

Thank you for your Business!	Shipping Cost	0.00
	Sales Tax	0.00
	TOTAL	4,530.86

RESOLUTION NO: 24-12

**A RESOLUTION AUTHORIZING APPLICATION FOR
GRANT PROGRAM FUNDS TO PURCHASE FLOODPLAIN HOMES**

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the City Staff is hereby authorized to apply for Federal Emergency Management Agency Grant Program funds through the State Emergency Management Agency to purchase and demolish single family properties in the floodplain. The grant is based on a cost share basis with a federal cost share not exceeding 75% and non-federal cost share a minimum 25% match of the total cost of the grant program. The city will comply with all program assurances outlined in the application, and the City Administrator is approved as the authorized representative for the purpose of the application, assurances, and other documents related to obtaining financial assistance under the Robert T Stafford Disaster Relief and Emergency Assistance Act (PL 93-288, as amended).

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

RESOLUTION NO: 24-13

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SCA OF MO, LLC TO PROVIDE SWEEPING
SERVICES FOR 2024-2026 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 SCA of MO, LLC to provide street sweeping services in the amount of \$132,160.00 for monthly sweeping for 6 months per year for 3 years 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: _____

BID PROPOSAL FORM

CITY OF ARNOLD, MISSOURI

STREET SWEEPING PROJECT

TO: CITY OF ARNOLD
ARNOLD, MISSOURI

Pursuant to and in compliance with your Request for Bids dated February, 29, 2024 and the other documents related thereto, the undersigned hereby proposes to furnish all tools, labor, equipment and material and perform all work necessary for undertaking the **STREET SWEEPING PROJECT** all required by and in strict conformance with the Bid Specifications and addenda No. n/a to n/a inclusive at the lump sum prices listed herein.

Lump Sum bid to provide STREET SWEEPING SERVICE:

Cost per day (includes equipment and operator):

Initial contract year	\$ <u>135.00</u> per hour x 320 hours* = \$ <u>43,200.00</u> <i>One Hundred Thirty-five dollars & 00/100</i> <i>Forty-three Thousand, Two Hundred dollars & 00/100</i>
Second year	\$ <u>138.00</u> per day x 320 Hours* = \$ <u>44,160.00</u> <i>One Hundred Thirty-eight dollars & 00/100</i> <i>Forty-four Thousand, One Hundred & Sixty dollars & 00/100</i>
Third year	\$ <u>140.00</u> per day x 320 hours* = \$ <u>44,800.00</u> <i>One Hundred Forty dollars & 00/100</i> <i>Forty-four Thousand, Eight Hundred dollars & 00/100</i>
Total bid	\$ <u>132,160.00</u> <i>One Hundred, Thirty-two Thousand, One Hundred Sixty dollars & 00/100</i>

* Actual hours of sweeping may vary. Assumed 40hr/cycle for 8 cycles.

Alternate Bid: The sweeping contractor shall provide a unit price to provide on-call sweeping as may be required by the City which would be above normal street sweeping work.

\$ 178.00 rate per hour / per mile
One Hundred Seventy-eight & 00/100

Special Notes:

Should the Contractor plan to use any subcontractors for the work, list as appropriate below and provide telephone numbers.

N/A

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

City of Chesterfield, MO	Ben Hofmeister	636.537.4000
Name		Phone Number
City of Crestwood	Doug Wilson	314.729.4737
Name		Phone Number
City of Glendale	Terry Jones	314.575.3282
Name		Phone Number

The Undersigned understands and agrees the payment shall be made on a lump sum cost basis.

The City of Arnold hereby reserves the right to reject any or all bids, to waive any informalities in the bids received, and to accept the bid or bids that in its judgment will be for the best interest of the City of Arnold, Missouri.

The Undersigned understands that items incidental to the project including but not limited to mobilization, testing/certification, cleaning and sweeping, traffic control, and final cleanup are included in the above unit costs as well as any other miscellaneous work as required to provide a complete work product.

Suitable bid security in the amount of
Thirteen Thousand, Two Hundred Sixteen & 00/100 Dollars
(\$ 13,216.00) as called for in the Advertisement of Bids accompanies this Bid. This sum is to be forfeited to the City of Arnold if the party, or parties, making this Bid fail to enter into contract with approved securities within ten (10) days after the award of the Contract has been made.

The undersigned has examined the Plans and Specifications and the location of the project and has satisfied self as to the work to be done and the conditions under which it must be carried out.

NAME OF BUSINESS

N/A

(If an individual)

SIGNATURE OF BIDDER

N/A

BUSINESS ADDRESS

N/A

TELEPHONE NO.

N/A

(If Co-partnership)

FIRM NAME

N/A

SIGNATURE

N/A

BUSINESS ADDRESS

N/A

TELEPHONE NO.

N/A

(If a Corporation)

CORPORATE NAME

SCA of MO, LLC

SIGNATURE



BUSINESS ADDRESS

4141 Rockside Road, Seven Hills, OH 44131

TELEPHONE NO.

216-777-2750

Hold Harmless Agreement

To the fullest extent permitted by law, SCA of MO, 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 Street Sweeping 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.



CONTRACTOR



DATE

STATE OF ~~MISSOURI~~ Ohio)
) ss
COUNTY OF Cuyahoga)

OSHA AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared Erin Boyts Quinn,
(NAME-PRINTED)
Secretary of SCA of MO, 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 Street Sweeping 2024 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.

EBQ

(SIGNATURE)

Erin Boyts Quinn
Secretary

Subscribed and sworn to before me this 27 day of February 2024

Katherine B Trent Beyerle
Notary Public

My commission expires on: 12-11-2027



KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

STATE OF ~~MISSOURI~~ Ohio)
COUNTY OF Cuyahoga) ss

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

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

Erin Boyts Quinn / Secretary of
(NAME) (POSITION)

SCA of MO, LLC
(NAME OF COMPANY)

LLC
(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

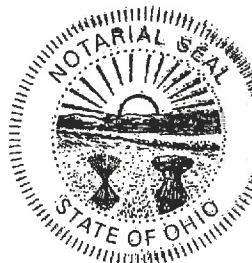
Street Sweeping 2024 PROJECT located in the City of Arnold in Jefferson County, Missouri, and completed on the 28 day of Feb, 2024

[Signature]
(SIGNATURE)

Subscribed and sworn to before me this 27 day of February, 2024

[Signature]
Notary Public

My commission expires on: 12-11-2027



KATHARINE B TRENT BEYERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

STATE OF MISSOURI Ohio)
COUNTY OF Cuyahoga) ss

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Erin Boyts Quinn as Secretary of SCA of MO, 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 Street Sweeping 2024 PROJECT.

I also affirm that SCA of MO, 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]
SIGNATURE (PERSON WITH AUTHORITY)

Erin Boyts Quinn
(PRINTED NAME)

Secretary
(TITLE)

2.28.24
(DATE)

Subscribed and sworn to before me this 28 day of February, 2024.

[Signature]
Notary Public

My commission expires on: 12-11-2027



KATHARINE B TRENT BEVERLE
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
12-11-2027

STATE OF ~~MISSOURI~~ Ohio)
COUNTY OF Cuyahoga) SS

FINAL PAY AFFIDAVIT

Know all men by those present that Erin Boyts Quinn,
(OFFICER'S NAME)

of lawful age, being duly sworn upon his oath deposes and says that he is Secretary
(TITLE)

of the SCA of MO, LLC, the Contractor engaged in the
(COMPANY'S NAME)

~~Street Sweeping~~
~~construction and improvement~~ of the City of Arnold

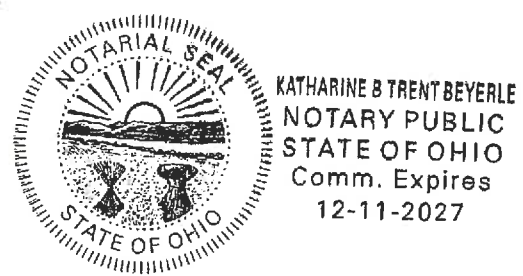
PROJECT and that no supplies and/or subcontractors have been used for such construction except those previously approved by the City of Arnold, that all bills for labor and material incident to said project have been paid, that the laws relating to payment of prevailing wage rates have been complied with, that the said project is therefore free from all liens and encumbrances, and all amounts owing contractor have been paid in full. All lien waivers from the contractor and subcontractors are attached.

IN WITNESS WHEREOF, the hereto, hereunto sets his hand and seal this 28
day of Feb, 2024

SCA of MO, LLC
(FIRM NAME)
By [Signature]

Subscribed and sworn to before me this 28 day of February, 2024.
[Signature]
Notary Public

My commission expires on: 12-11-2027



Erin Boyts Quinn

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

SCA of MO, LLC
(NAME, INDICATE IF CORPORATION,
PARTNERSHIP OR SOLE PROPRIETOR)

(Corporate Seal)

Secretary
(OFFICE HELD IN BIDDER ORGANIZATION)

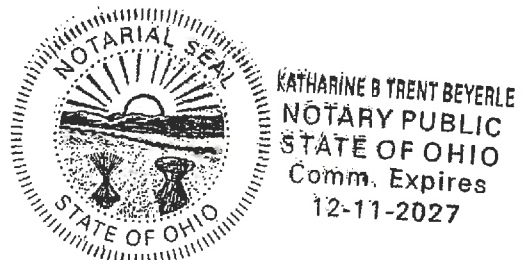
ATTEST: [Signature]

By [Signature]
Erin Boyts Quinn

Subscribed and sworn to before me this 28 day of February, 2024.

[Signature]
Notary Public


My commission expires on: 12-11-2027



Affidavit of Work Authorization

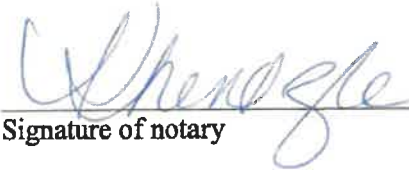
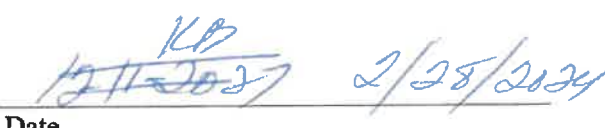
Comes now Erin Boyts Quinn (name) as Secretary (office held) first being duly sworn, on my oath, affirm SCA of MO, LLC (company name) is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted services related to the Street Sweeping 2024 PROJECT for the duration of the contract, if awarded in accordance with RSMo Chapter 285.530 (2). I also affirm that SCA of MO, 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 the Street Sweeping 2024 PROJECT for the duration of the contract, if awarded.

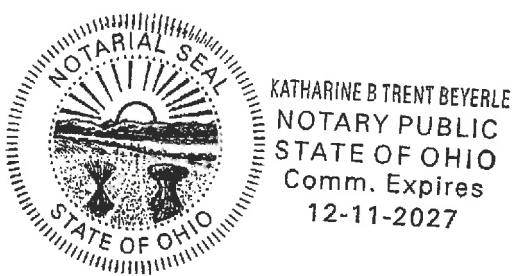
In Affirmation thereof, the facts stated above are true and correct (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo).

 Erin Boyts Quinn
Signature Printed Name

Secretary 2.28.24
Title Date

Subscribed and sworn before me the 28 day of February 2024, I am commissioned as a notary public within the county of Cuyahoga, State of Ohio, and my commission expires on 12-11-2027.

 
Signature of notary Date



NAME OF BUSINESS N/A

(If an individual)
SIGNATURE OF BIDDER N/A

BUSINESS ADDRESS N/A

TELEPHONE NO. N/A


(If Co-partnership)
FIRM NAME N/A

SIGNATURE N/A

BUSINESS ADDRESS N/A

TELEPHONE NO. N/A

(If a Corporation) LLC
CORPORATE NAME SCA of MO LLC

SIGNATURE  Erin Boyts Quinn

BUSINESS ADDRESS 4141 Rockside Road, Suite 100; Seven Hills, OH 44131

TELEPHONE NO. 216-777-2750

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

City of Chesterfield, MO Ben Hofmeister 636-537-4000
Name Phone Number

City of Crestwood Doug Wilson 314-729-4737
Name Phone Number

City of Glendale Terry Jones 314-575-3282
Name Phone Number

Hold Harmless Agreement

To the fullest extent permitted by law, SCA of MO, 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 Street Sweeping 2024 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.



CONTRACTOR

Erin Boyts Quinn
Secretary



DATE

The undersigned has examined the Plans and Specifications and the location of the project and has satisfied self as to the work to be done and the conditions under which it must be carried out.

NAME OF BUSINESS

N/A

(If an individual)

SIGNATURE OF BIDDER

N/A

BUSINESS ADDRESS

N/A

TELEPHONE NO.

N/A

(If Co-partnership)

FIRM NAME

N/A

SIGNATURE

N/A

BUSINESS ADDRESS

N/A

TELEPHONE NO.

N/A

(If a Corporation) LLC

CORPORATE NAME (LLC)

SCA of MO, LLC

SIGNATURE



BUSINESS ADDRESS

4141 Rockside Road, Suite 100; Seven Hills, OH 44131

TELEPHONE NO.

216-777-2750

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SCA of MO, LLC
4141 Rockside Road, Suite 100
Seven Hills, OH 44131

OWNER:

(Name, legal status and address)

City of Arnold, Missouri
2101 Jeffco Boulevard
Arnold, MO 63010

SURETY:

(Name, legal status and principal place of business)

Ascot Surety & Casualty Company
55 W 46th Street
New York, NY 10036
Mailing Address for Notices
1411 Opus Place, Suite 450
Downers Grove, IL 60515

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.

BOND AMOUNT: \$ 10% Ten Percent of Amount Bid

PROJECT:

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

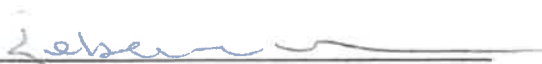
Street Sweeping Project 2024

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 29th day of February, 2024


(Witness)


(Witness) Christine Marotta

SCA of MO, LLC
(Principal) _____ (Seal)

By: 
(Title)

Ascot Surety & Casualty Company
(Surety) _____ (Seal)

By: 
(Title) James I. Moore Attorney-in-Fact

Surety Phone No. 646-356-8101

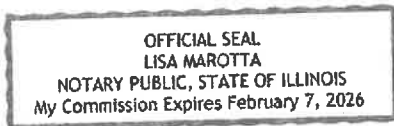


State of Illinois
County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Lisa Marotta Notary Public of DuPage County, in the State of Illinois,
do hereby certify that James I. Moore Attorney-in-Fact, of the Ascot Surety & Casualty
Company who is personally known to me to be the same person whose
name is subscribed to the foregoing instrument, appeared before me this day in person, and
acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the
Ascot Surety & Casualty Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Downers Grove in
said County, this 29th day of February, 2024.





Notary Public Lisa Marotta
My Commission expires: February 7, 2026



Ascot Surety & Casualty Company
Ascot Insurance Company
 55 W 46th Street, 26th Floor
 New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

James I. Moore, Stephen T. Kazmer, Melissa Schmidt, Kelly A. Gardner, Martin Moss, Amy Wickett and Stasha King

of Downers Grove, IL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual and, collectively, the Authorized Individuals), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 22nd day of February 2024.



ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

Matthew Kramer

Tara Quigley

Matthew Kramer (Chief Executive Officer)

Tara Quigley (Executive Vice President, Surety)

STATE OF CONNECTICUT)
 COUNTY OF FAIRFIELD) ss.

On this 22nd day of February 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E GUSEVA
 Notary Public, State of Connecticut
 My Commission Expires June 30, 2024

Ksenia E. Guseva

Notary Public Ksenia E Guseva
 My commission expires on June 30, 2024

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 29th day of February, 20 24.

ASCOT SURETY & CASUALTY COMPANY
 ASCOT INSURANCE COMPANY

John Gill

John Gill, Secretary

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the STATE OF MISSOURI, do hereby certify that the records in my office and in my care and custody reveal that

SCA of MO, LLC

using in Missouri the name

SCA of MO, LLC
FL1437041

a DELAWARE entity was created under the laws of this State on the 19th day of May, 2021, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 28th day of February, 2024.


Secretary of State



Certification Number: CERT-02282024-0032



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER HUB International Midwest Limited 1411 Opus Place, Suite 450 Downers Grove IL 60515	CONTACT NAME: CSUConstruction PHONE (A/C, No, Ext): 630-468-5600 E-MAIL ADDRESS: CSUConstruction@hubinternational.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED SCA of MI, LLC 4141 Rockside Road, Suite 100 Seven Hills OH 44131	INSURER A: Hartford Fire Insurance Company	NAIC # 19682
	INSURER B: Axis Surplus Insurance Company	26620
	INSURER C: Safety National Casualty Corporation	15105
	INSURER D: Navigators Specialty Insurance Company	36056
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1840789348 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Cov Incl GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL6676535	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA6676536	6/1/2023	6/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			P-001-000882635	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	LDS4068227	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A C D	Leased & Rented Equipment Stop Gap Liability - OH Pollution Liability			83MS AG3307 GL6676535 CH23ECPZ01ECGIC	6/1/2023 6/1/2023 6/1/2023	6/1/2024 6/1/2024 6/1/2024	Limit: \$100,000 Limit: \$1,000,000 Each Incident/Ded: \$1,000,000/\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Arnold are included as additional insureds under General Liability, when agreed in a written contract, subject to policy terms, conditions and exclusions.
30 Day Notice of Cancellation applies in accordance to policy terms and conditions.

CERTIFICATE HOLDER CITY OF ARNOLD 2101 JEFFCO BLVD. Arnold MO 63010	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name of Person or Organization:

As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Name of Person or Organization: As required by written contract or agreement when such written contract or agreement is executed prior to an occurrence, offense or loss to which this endorsement applies, but only for the limits agreed to in such contract or the Limits of Liability provided by this policy, whichever is less. Any individually scheduled additional insureds shall not be construed to override nor negate this blanket additional insured.</p>
<p>Location And Description of Completed Operations: All your owned or leased locations or premises</p>
<p>Additional Premium:</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2024, by and between SCA OF MO, LLC 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 2024-2026 Street Sweeping 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, 2024 and end on the 15 day of November, 2026.

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 2024-2026 Street Sweeping Project bid, the amount of \$132,160.00 attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of \$132,160.00 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: SCA of MO, 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

RESOLUTION NO: 24-14

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH TRAMAR CONTRACTING, INC. TO PROVIDE
STRIPING SERVICES 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 Tramar Contracting, Inc. to provide striping services in the amount of \$98,280.00 for the 2024 Striping 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: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2024, by and between **Tramar Contracting, LLC**, 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 **2024 Striping 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 for **6 months** _____, which shall begin on the 11th day of March, 2024 and end on the 11th day of September, 2024.

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 2024 Striping Project bid, the amount of **\$98,280.00** attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of **\$98,280.00** 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:

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: Tramar Contracting, INC.
Contractor Address:
3057 Mercantile Industrial Dr.
St. Charles, Mo. 63301

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title

By: _____
Tammi Casey, City Clerk

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO: 24-15

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH M AND H CONCRETE CONTRACTING COMPANY
TO PROVIDE CONSTRUCTION SERVICES FOR THE 2024
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 M and H Concrete Contracting Company to provide construction services in the amount of \$1,444,029.72 for the 2024 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: _____

SUBDIVISION/STREET	L(ft)	W(ft)	SY	# OF SLABS	6" PCCP(SY)	6" Curb (LF)	6" driveway approach	4" sidewalk	Curb Ramp
Long Glen Ln	14	13	20.2	30.0	606.7		3.0	140	2
Ems Glen Ln	14	13	20.2	85.0	1718.9	40.0	5.0	72	
Blossom Dr.	17	13	24.6	21.0	515.7				
Santiago	15	13	21.7	40.0	866.7				
San Juan	15	13	21.7	48.0	1040.0	95.0			
Tamarak	15	13	21.7	18.0	390.0				
Chelsea	17	13	24.6	32.0	785.8				
Cambridge	17	13	24.6	28.0	687.6				
Cromwell	17	13	24.6	32.0	785.8				
Chaucer	17	13	24.6	38.0	933.1				
Lampost Lane	17	13	24.6	44.0	1080.4				
Lampost Ct	17	13	24.6	2.0	49.1				
Hickory Square Parkway	17	13	24.6	160.0	3928.9				
Trinity Circle	17	13	24.6	118.0	2897.6				
Trinity Ct.	17	13	24.6	12.0	294.7				
Stardust	17	13	24.6	100.0	2455.6				
Pomme Meadows Dr.	17	13	24.6	116.0	2848.4				
TOTAL					21884.8	135.0	8.0	212	2

Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2024, by and between M and H Concrete 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 2024 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, 2024 and end on the 15 day of September, 2024.

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 2024 Concrete Repair Project bid, the amount of \$1,444,029.72 attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of \$1,444,029.72 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: M and H Concrete
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

RESOLUTION NO. 24-16

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SPENCER CONTRACTING TO UNDERTAKE THE
2024 ASPHALT STREET OVERLAY AND REPAIR 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 to undertake the 2024 Asphalt Street Replacement and Repair Project in the amount of \$966,027.63 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: _____

Exhibit A
Contract Agreement

THIS AGREEMENT, made and concluded this ____ day of _____ 2021, by and between Spencer Contracting Company 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 **2024 Asphalt 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 for **6 months** _____, which shall begin on the 11th day of March, 2024 and end on the 11th day of September, 2024.

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 2024 Asphalt Project bid, the amount of **\$966,027.63** attached hereto as shown on the Contractors bid form.

Article 4. PAYMENTS TO CONTRACTOR:

- a. Payment of contract price of **\$966,027.63** 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:

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, including Addenda Nos. 1, 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
Contractor Address:
3073 Arnold Tenbrook Rd
Arnold, Mo. 63010

By: _____
Ron Counts, Mayor

By: _____
Signature

ATTEST:

Title

By: _____
Tammi Casey, City Clerk

Date

Date

Telephone No.

(SEAL)

(SEAL)

APPROVED AS TO FORM:

City Attorney

2024 Asphalt
Project

STREET	DESCRIPTION	WIDTH (FT)	Legnth (FT)	SF	2" BP-1 (SY)	Edge Milling	Full Depth Milling	Method 1 Repair	8" Composite repair	ROLLED CURB	Asphalt Curb	Barrier Curb	Speed Hump	Driveway Approach
Jere lane	Street	24	2226	53424	5936.0	5936.0	5936.0		818.6	638	30			
Jere Ct.	Street Remove Cul De Sac	24	480	11520	1280.0		1280.0		300	0				
Alice Dr	Street	24	682	16368	1818.7		1818.7		813.3	610				
Georgia	Street	24	665	15960	1773.3		1773.3		296	330				
Diane Dr	Street	24	1250	30000	3333.3		3333.3		221.3	166	66			
Ellen Dr	Street	24	540	12960	1440.0		1440.0		32	24				
Deborah Dr.	Street Remove Cul de Sac	24	1090	26160	2906.7		2906.7		402.7	302				
Maple Meadows	Street	20	1010	20200	2244.4	1346.7		220						
Christ	Street	20	1020	20400	2266.7	1360.0		200						
Industrial	Street	29.5	900	26550	2950.0		2950.0		658.3	200				
Theodore Ridge	Street (Speed Humps)	30	1160	34800	3866.7	1546.7		361				100	2	4
Melton	Street and "T" at end	20	1093	21860	2428.9	1457.3		500			183			
Kimmy	Street	26	631	16406	1822.9		1822.9							
Blossom Ln	Street(Old Lemay Ferry to Kimmy)	26	1129	29354	3261.6		3261.6		800	70				
	TOTAL		13876		37329.11	5710.7	26522.50	1281	4342.2	2340	279	100	2	4

City Hall Surplus Items

1. 4 Fax Machines – Downstairs Storage Room
2. 4 File Cabinets – One Downstairs Storage – Three 2nd Floor Storage Room
3. Microfilm Machine – Downstairs Storage
4. 4 White Tables from Corridor 55 – 2nd Floor Storage Room