



**City Council Meeting
Council Chamber**

**May 19, 2022
7:00 P.M.**

Zoom Link – Internet Audio/Video:

<https://us02web.zoom.us/j/81614921028?pwd=Q-mSy8BYHLR2182PNWNw8u0yO2llxr.1>

Dial-in Number: 312 626 6799

Meeting ID: 816 1492 1028

Passcode: 803835

Public Hearings

- A. Building and Design Standards – Gravel Drives (Zoning Ordinance Text Amendment)
- B. Building and Design Standards – Other Designs Features (Zoning Ordinance Text Amendment) TABLED

AMENDED 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 **May 5, 2022**
 - B. Payroll Warrant **#T00232 In the Amount of \$308,790.00**
 - C. General Warrant **# 5810 In the Amount of \$118,039.73**
5. Ordinances:
 - A. **Bill # 2825** An Ordinance of the City Council of the City of Arnold, Mo Amending Chapter 405 of the Arnold Code of Ordinance Updating Residential Driveway Standards and Providing Non-Conforming Regulations Therefor.
 - B. **Bill # 2826** An Ordinance Providing for the Amendment of The Fiscal Year 2022 Budget.
6. Resolutions:
 - A. **Resolution # 22-28** A Resolution Authorizing the Mayor to Execute the Proposal with American Heritage for the Purchase and Installation of 3 New Flag Poles at City Hall.
 - B. **Resolution #22-29** A Resolution Authorizing the Mayor to Enter into A Contract with Shelton Landscape and Maintenance for the Landscaping of Police Memorial at City Hall.

- C. **Resolution #22-30** A Resolution Creating the Driveway Assistance Program (DAP) Providing Financial Assistance to Property Owners for the Paving of the Entirety of Existing Gravel Driveways Serving Residential Structures with Concrete or Asphalt.
- D. **Resolution #22-31** A Resolution Approving a Service Contract with Gateway Pyrotechnic Productions LLC.
- E. **Resolution #22-32** A Resolution Authorizing the Mayor to Enter into a Contract with Spencer Contracting Company to Provide Construction Services for the Washout Pit at 2900 Arnold Tenbrook Road.
- F. **Resolution #22-33** A Resolution Authorizing the Mayor to Enter into a Task Order with Intuition & Logic to Provide Storm Water Services for The City of Arnold.

7. Motions:

- A. A Motion to Hold a Closed Session Immediately Following the City Council Meeting for the Purpose of Discussing Real Estate Pursuant to RSMo 610.021 (2)

8. Reports from Mayor and Council Administrative Reports:

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 council meeting was also presented live via Zoom Video Conferencing.

The pledge of allegiance was recited. Councilman Tim Seidenstricker offered the prayer.

ROLL CALL

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

BUSINESS FROM THE FLOOR

Phil Hendrickson, County Council District 3 – Wanted to say hello and inform everyone that he is running for re-election.

Bill Moritz, 3167 Theodore Drive – Spoke to council regarding the very limited site distance when exiting his subdivision onto Richardson Road. Mr. Moritz also asked the City to reconsider the stop signs at Richardson Glen and Richardson Road as he does not believe they are warranted.

CONSENT AGENDA

- A. REGULAR COUNCIL MEETING MINUTES FROM APRIL 21, 2022**
- B. SPECIAL COUNCIL MEETING MINUTES FROM APRIL 14, 2022**
- C. PAYROLL WARRANT #T00205 IN THE AMOUNT OF \$328,502.17**
- D. GENERAL WARRANT #5809 IN THE AMOUNT OF \$115,577.73**

Butch Cooley made a motion and so moved to approve the consent agenda. Seconded by Brian McArthur. Roll call vote: Fulbright, (excused); Mullins, yes; Seidenstricker, yes; Cooley, yes; McArthur, yes; Plunk (excused); Hood, yes; Fleischmann, (excused); 5 Yeas: Motion carried.

ORDINANCES

NONE

RESOLUTIONS

RESOLUTION NO 22-25 – A RESOLUTION ADOPTING THE ADA TRANSITION PLAN FOR THE CITY OF ARNOLD

Mark Hood made a motion and so moved to approve Resolution No 22-25. Seconded by Rodney Mullins. Roll call vote: Fulbright, (excused); Mullins, yes; Seidenstricker, yes; Cooley, yes; McArthur, yes; Plunk (excused); Hood, yes; Fleischmann, (excused); 5 Yeas: Resolution Passed.

RESOLUTION NO 22-26 – A RESOLUTION APPOINTING MEMBERS TO THE VETERANS COMMISSION AND THE BOARD OF ADJUSTMENT

Rodney Mullins made a motion and so moved to approve Resolution No 22-26. Seconded by Tim Seidenstricker. Roll call vote: Fulbright, (excused); Mullins, yes; Seidenstricker, yes; Cooley, yes; McArthur, yes; Plunk (excused); Hood, yes; Fleischmann, (excused); 5 Yeas: Resolution passed.

RESOLUTION NO 22-27 – A RESOLUTION APPROVING A PROPOSAL FROM KMOV4 TO HELP PROMOTE ARNOLD'S 50TH ANNIVERSARY

Tim Seidenstricker made a motion and so moved to approve Resolution No 22-27. Seconded by Brian McArthur. Roll call vote: Fulbright, (excused); Mullins, yes; Seidenstricker, yes; Cooley, yes; McArthur, yes; Plunk (excused); Hood, yes; Fleischmann, (excused); 5 Yeas: Resolution passed.

MOTIONS

A. A MOTION TO HOLD A CLOSED SESSION IMMEDIATELY FOLLOWING THE CITY COUNCIL MEETING FOR THE PURPOSE OF DISCUSSING LEGAL PURSUANT TO RSMO SECTION 610.021 (1)

Mark Hood made a motion and so moved to hold a Closed Session immediately following the City Council meeting. Seconded by Brian McArthur. Roll call vote: Fulbright, (excused); Mullins, yes; Seidenstricker, yes; Cooley, yes; McArthur, yes; Plunk (excused); Hood, yes; Fleischmann, (excused); 5 Yeas: Motion carried.

REPORTS FROM MAYOR, COUNCIL AND COMMITTEES

Mayor Counts – Encouraged everyone to attend the spring opening of the Farmers Market this Saturday.

3
Regular Meeting
May 5, 2022

Rodney Mullins – Stated he has received phone calls from constituents praising the police department for their excellent response time to calls and accidents.

Dan Kroupa – Agrees with Mr. Moritz that Richardson Glen’s stop signs are not necessary.

Tim Seidenstricker – Stated he has received calls from constituents wishing to congratulate Chief Carroll on his promotion.

Brian McArthur – Stated that previously when applicants volunteer to be on committees their applications were included in the council packets. He would like to see that return.

ADMINISTRATIVE REPORTS

Bryan Richison – Informed council that he would direct Judy Wagner to investigate the stop signs issue at Richardson Glen and Richardson Road, however, he asks everyone to keep in mind that we need to follow proper procedures and be very cautious of making changes, as these changes may create a liability to the City if not done correctly.

Chief Carroll – Informed council and congratulated Sgt. Beutenmiller on his retirement. He has been with the Arnold Police Department for 30 years.

Judy Wagner – Informed council that the Asphalt Overlay Project has been completed and it came in \$5,000 under budget.

Dave Crutchley – Informed everyone the Farmers Market opens this Saturday. The shred event sponsored by Arsenal Credit Union will take place at the outdoor pool this Saturday from 8:00 a.m. until noon. Lastly, Parks and Rec has rolled out the first two water tower replicas for the 50th anniversary and will continue to roll out two per week until all ten have been placed.

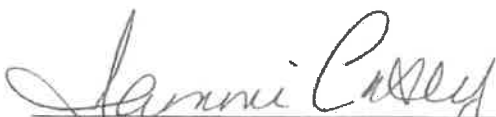
Bob Sweeney – Reiterated Bryan Richison’s comments regarding the stop signs at Richardson Glen and Richardson Road. There is a liability issue and we must be sure to follow proper rules and procedures before removing stop signs.

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

.....
Closed Session ended at 8:10 p.m.

A motion to adjourn the meeting was made by Brian McArthur. Seconded by Rodney Mullins.
Voice vote: All Yeas.

Meeting adjourned at 8:10 p.m.


City Clerk Tammi Casey, CMC/MRCC-S

CITY OF ARNOLD, MISSOURI

ROLL CALL

MEETING: COUNCIL MEETING

DATE: 5/5/2022

PAGE: 1

BILL NO - RESOLUTION - MOTION

COUNCIL MEMBERS:

		ROLL CALL	CONSENT AGENDA	RESOLUTION NO 22-25	RESOLUTION NO 22-26	RESOLUTION NO 22-27	MOTION TO HOLD CLOSED SESSION	
MAYOR	<u>RON COUNTS</u>	PRESENT						
COUNCIL:	<u>JASON FULBRIGHT</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
COUNCIL:	<u>RODNEY MULLINS</u>	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	<u>TIM SEIDENSTRICKER</u>	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	<u>BUTCH COOLEY</u>	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	<u>BRIAN MCARTHUR</u>	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	<u>GARY PLUNK</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
COUNCIL:	<u>MARK HOOD</u>	PRESENT	YES	YES	YES	YES	YES	
COUNCIL:	<u>EJ FLEISCHMANN</u>	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	EXCUSED	
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						

BILL NO. 2825

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI,
AMENDING CHAPTER 405 OF THE ARNOLD CODE OF ORDINANCES UPDATING
RESIDENTIAL DRIVEWAY STANDARDS AND PROVIDING NON-CONFORMING
REGULATIONS THEREFOR.**

WHEREAS, the City Council of the City of Arnold desires to amend Chapter 405 of the Arnold Code of Ordinances.

WHEREAS, the proper public hearings have been held, pursuant to City Ordinance and the laws of the state of Missouri.

WHEREAS, the Planning Commission has submitted its report and recommendation to the City Council on the proposed amendments to Chapter 405 of the Arnold Code of Ordinances; and

WHEREAS, the City Council voted to amend Chapter 405 of the Arnold Code of Ordinances.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

SECTION 1. Section 405.050, General Provisions, of the Arnold Code of Ordinances is hereby amended by deleting and removing Section 405.050(C)(7) of the Supplementary District Regulations.

SECTION 2. Section 405.070, Non-Conformities, of the Arnold Code of Ordinances is hereby amended by adding the following to Section 405.070(H), Termination And Removal of Non-Conforming Use:

“3. Pre-existing, non-conforming unpaved driveways shall be brought into full compliance with paving requirements when:

- (1) A new structure requiring a driveway is constructed; or
- (2) The square footage of any existing structure requiring a driveway is expanded by more than 50%; or
- (3) There is a change in ownership or occupancy of the property.”

SECTION 3. If any part of this Ordinance is found to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or effectiveness of the remaining provisions of this Ordinance or any part thereof and said Ordinance shall be read as if said invalid provision was struck therefrom and the context thereof changed accordingly with the remainder of the Ordinance to be and remain in full force and effect.

SECTION 4. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Ordinance, are, to the extent of such conflict, hereby repealed.

SECTION 5. This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED ON THIS _____ DAY OF MAY 2022.

Presiding Officer of the Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

First Reading: _____

Second Reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

BILL NO. 2826

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE
AMENDMENT OF THE FISCAL YEAR 2022 BUDGET.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ARNOLD, MISSOURI, AS
FOLLOWS:

- Section 1. The Fiscal Year 2022 Budget adopted on August 19, 2021 has been reviewed and is hereby amended by reference. A copy of said budget adjustment is attached hereto and made a part hereof.
- Section 2. All subsequent interdepartmental or interfund budget line transfers and transfers from unassigned fund balance may be completed upon approval of the City Council.
- Section 3. This ordinance shall be in full force and effect upon its passage and approval and does not require codification.

READ TWO TIMES, PASSED AND APPROVED THIS 19th DAY OF MAY 2022.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

1st reading: _____
2nd reading: _____

APPROVED AS TO FORM:

City Attorney Robert Sweeney

RESOLUTION NO. 22-28

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE
PROPOSAL WITH AMERICAN HERITAGE FOR THE PURCHASE AND
INSTALLATION OF 3 NEW FLAG POLES AT CITY HALL.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to execute the proposal with American Heritage for the purchase and installation of 3 new flag poles at City Hall in the amount of \$20,172.00.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

American Heritage

Making You Visible

FLAGS • FLAGPOLES • BANNERS • PROMOTIONAL

Estimate

Name / Address
City of Arnold Arnold, MO 63010

Date	Estimate #
4/18/2022	12775

Description	Qty	Cost	Total
35' EC35IH Internal Halyard flagpole. Operated with internal halyard cable and winch system. Standard in ground complete set. Black anodized finish. (35' exposed x 38.5' overall x 7" butt dia x 3.5 top dia x .188 wall thickness x 120 MPH w/ flag)	1	6,003.00	6,003.00
-Internal roped with cam cleat \$4500.00 ea 30' ECA30IH Internal Halyard flagpoles. Operated with internal halyard cable and winch system. Standard in ground complete set. Black anodized finish. (30' exposed x 33' overall x 6" butt dia x 3.5 top dia x .188 wall thickness x 120 MPH w/ flag)**ADD GOLD BALL	2	5,022.00	10,044.00
-Internal roped with cam cleat \$3,560 ea			
Freight/Flagpoles	1	625.00	625.00
6x10 United States nylon flag with embroidered stars and sewn stripes. 5x8 State and POW flag Gifted with flagpole purchase.		0.00	0.00
Install Flagpole all three flagpoles in debris free area. This does not include any drawings or permits.	1	3,500.00	3,500.00
**Flagpoles have to be billed when shipped. Installation when job is completed.			
		Sales Tax (8.9875%)	\$0.00
Total			\$20,172.00

Signature _____

Date _____

Contact # _____

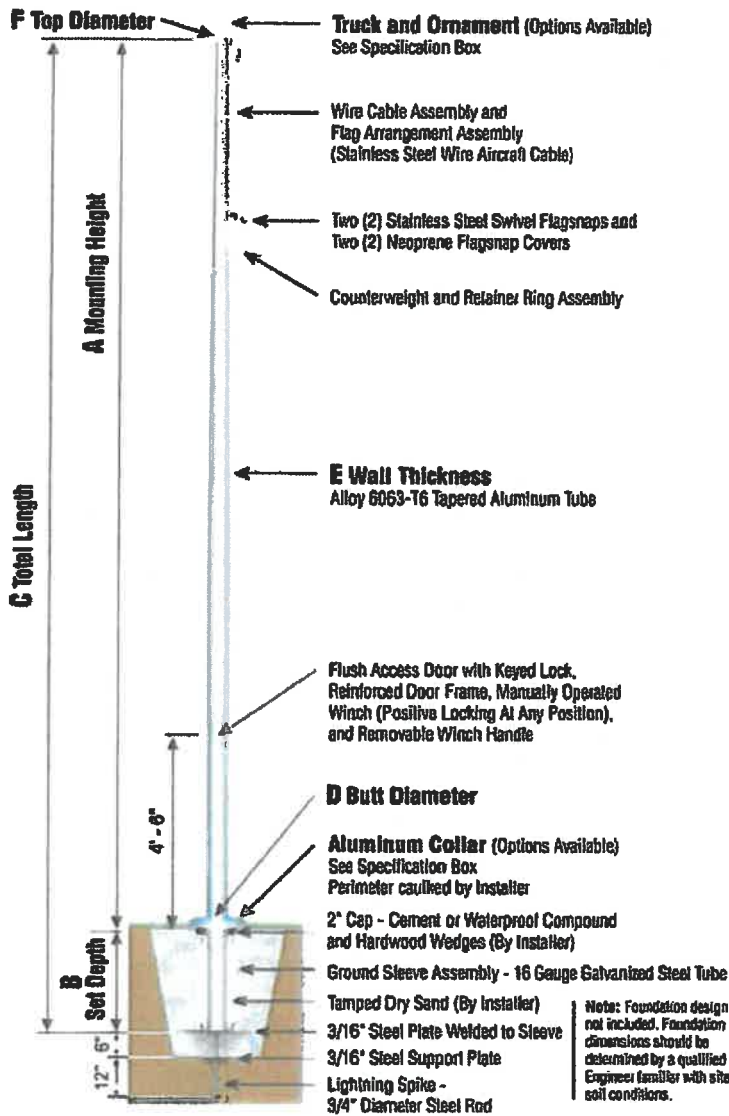
Purchase Order _____

Project & Ship to
City Hall

Phone #	E-mail	Tag Us	Web Site	Address
314-432-2101	info@amheritage.com	@amheritage!	www.amheritage.com	11082 Olive Blvd, StL 63141



Independence Series
IRW - Internal with Winch
Wire Halyard
Ground Set Installation



IRW30D61 - ABL



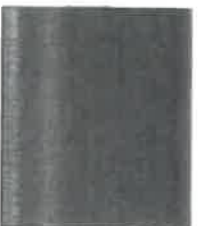
TRK-9650-BLK
Int. Revolving Truck Sealed Bearings



BAL-0612-GLD
HD Gold Anodized Aluminum Ball



COL1-A06S-BLK
FC-11 Spun Alum 1-Piece



ABL
Black Anodized



IRW - WINCH
Reinforced Welded Door Frame

NOTE: Flagpole Components on Anodized and Powder Coat flagpoles (excluding specified Ornaments and Ball Trucks) will match flagpole color specified.

Specifications	
A. Mounting Height:	30'
B. Set Depth:	3'-0"
C. Total Length:	33'-0"
D. Butt Diameter:	6"
E. Wall Thickness:	.188"
F. Top Diameter:	3.5"
Flagpole Sections:	1
Shaft Weight:	168 lbs.
Hardware Weight:	22 lbs.
Ground Sleeve Weight:	36 lbs.
* Max Flag Size:	6' x 10'
* Max Wind Speed w/Nylon Flag:	122 mph
* Max Wind Speed No Flag:	197 mph
* Wind Speed Specifications from ANSI/NAAMM FP 1001-07	

Customer Name:	
Dealer:	Qty: 1
Project:	Location:
Notes:	

IRW30D61G-TAB-00C-C0W-ABL

Tom Palasky

From: don@baldwinflags.com
Sent: Thursday, April 14, 2022 2:56 PM
To: Tom Palasky
Subject: City of Arnold flag pole quote
Attachments: Arnold 30'.pdf; Arnold 35'.pdf

04/14/22

Tom,

Per your request,

1 – IRW35D61, 35' black anodized internal/winch flag pole complete with all standard accessories, delivered and installed

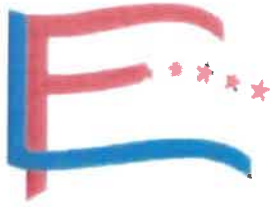
And

2 – IRW30D61, 30' black anodized internal/winch flag poles complete with all standard accessories, delivered and installed

\$23,370 no tax

Anodized poles take up to six weeks for delivery and installation is over two weeks. Shop drawings attached. All of these poles exceed local flagged wind load ratings of 90mph. We do not recommend eagle pole tops, the flags often gets snared on the wings necessitating a service call. Don't hesitate to call me with any questions.

Don Strathearn
Baldwin/Priesmeyer
1011 Hanley Ind. Ct.
St. Louis, MO 63144
314-535-2800
don@baldwinflags.com



THE FLAG LOFT

So much more than Flags!

Quotation

Quote Number:
15339

Quote Date:
Apr 13, 2022

Quoted To:
FLAGPOLE QUOTE REQUEST

Ship To:
ARNOLD CITY HALL
2101 JEFFCO BLVD
ARNOLD, MO 63010

Customer ID	Good Thru	Payment Terms	Sales Rep	
QUOTE - FLAGPOLE	5/13/22	Net 30 Days	RICK	
Quantity	Item	Description	Unit Price	Amount
1.00	50240-BL	35' INTERNAL CABLE FLAGPOLE - BLACK 6" BUTT / 3.5" TOP / .156" WALL / REVOLVING TRUCK	6,200.00	6,200.00
2.00	50230-BL	30' INTERNAL CABLE FLAGPOLE - BLACK 6" BUTT / 3.5" TOP / .156" WALL / REVOLVING TRUCK	5,900.00	11,800.00
1.00	12030	6' X 10' UNITED STATES FLAG - NYLON	90.00	90.00
1.00	20020	5' X 8' MISSOURI STATE FLAG - NYLON	88.00	88.00
1.00	26008	5' X 8' POW-MIA FLAG / DOUBLE-SIDED	120.00	120.00
1.00	99000	GROUND SLEEVE INSTALLATION & DELIVERY	8,100.00	8,100.00
1.00	99000	FLAGPOLE SET UP AND ERECTION	4,050.00	4,050.00

ALL FLAGPOLES HAVE THE SAME 6" BUTT DIAMETER.

FREIGHT IS INCLUDED WITH THE PRICE

**THANKS FOR THE OPPORTUNITY TO QUOTE YOUR PROJECT.
QUOTE IS VALID FOR ONLY 48 HOURS AFTER RECEIPT.**

Subtotal	30,448.00
Sales Tax	
TOTAL	30,448.00

1900 Delmar Blvd. St. Louis, MO 63103 • 314.621.5417 / 314.621.1262 FAX
800-995-FLAG (3524) • www.flagloft.com

RESOLUTION NO. 22-29

A RESOLUTION AUTHORIZING THE MAYOR OR CITY
ADMINISTRATOR TO ENTER INTO A CONTRACT WITH SHELTON
LANDSCAPE AND MAINTENANCE FOR THE LANDSCAPING OF
POLICE MEMORIAL AT CITY HALL.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor or City Administrator be, and is hereby authorized to enter into a contract with Shelton Landscape and Maintenance in the amount of \$93,800 for the Police memorial at City Hall.

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

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____



1515 Lonedell Industrial Court
Arnold, MO 63010
Phone: 636-296-4660

City of Arnold
(636) 296-2100

2101 Jeffco Blvd.
Arnold, MO 63010

Print-date: **5-16-2022**

Attached Files:

Renovation of City of Arnold Memorial

Material & Labor

Includes required labor and below specified materials for the installation of new landscape and hardscape components in front island per plan and below specifications: Remove and haul away all existing unwanted debris from Island, excluding Flag Pole and Weather Station which is to be removed By Others. Any concrete footings / bases to be removed / knocked below grade as needed by Shelton Landscape. Pavers, memorial stands, freestanding walls, column units, vegetation, boulders, and decorative cobblers, and lighting to be laid out onsite by landscape designer with onsite foreman. Flag poles to be marked onsite by landscape designer, and installed By Others. Lighting Transformer to be installed by existing outlet located on Parking Light Fixture. All existing irrigation components to be removed and disposed of as needed. Install below specified boulders and decorative cobbler gravel on a geotextile fabric base as new gravel accent areas and gravel planter beds as laid out onsite by landscape designer and onsite foreman. Gravel areas to replicate gravel accent areas in front of City Hall. Spade mulch planter bed edges as laid out onsite by landscape designer and install below specified mulch to ~3" thick. Upon completion of installation of new landscape and hardscape components all remaining areas within Island to be sodded with below specified sod.

Code	Description
UNILOCK	~300sq.ft. Unilock's, Richcliff 3 Unit Random Bundle in Dawn Mist
UNILOCK	~300sq.ft. Unilock's, Richcliff 3 Unit Random Bundle in Pebble Taupe
UNILOCK	~155sq.ft. Unilock, Town Hall, in Basalt
COBALT GRANITE BOULDERS	3 Each of Black Granite LedgeStone for Memorial Stands (1 = ~36" high x ~36" wide x ~18" deep; & 2 = ~42" high x 24" wide x ~18" deep)
INDIANA BUFF	10 each of Indiana Buff Coping - Honed Top & 2 Long Sides (Each = 48" long x 24" deep x 3" thick)
EW GOLD DRYWALL	Column Units = ~115sq.ft. 60sq.ft. of EW Gold 8" Drywall 3 5/8" thick & 5" thick (5" Thick to be Install on 1st, 2nd, 3rd, 4th & 6th row of 6 rows) (3 5/8" thick to be Install on 5th of 6 rows)
EW GOLD DRYWALL	Seating Walls = ~55sq.ft. 60sq.ft. of EW Gold 8" Drywall 3 5/8" thick & 5" thick (5" Thick to be Install on 1st, 2nd, & 4th row of 4 rows) (3 5/8" thick to be Install on 3rd row of 4 rows)
LUMIEN LIGHTING	11 of Lumien's, Micro Module 3.5W 3000K, Brass Finish (item# M4B1-3.5W-30K-A)
LUMIEN LIGHTING	21 of Lumien's, Micro Module 5.5W 3000K, Brass Finish (item# M4B1-5.5W-30K-A) (14 for Path Lights & 9 for Spot Lights)
LUMIEN LIGHTING	12 of Lumien's, Micro Path Cap, Brass Finish (item #LAB-043)
LUMIEN LIGHTING	12 of Lumien's, Micro Path 24" Stem, Brass (item #LAB-053)

LUMIEN LIGHTING	11 of Lumien's, Micro Recessed Light Square, Brass Finish (item #LAB-023)
LUMIEN LIGHTING	9 of Lumien's, Micro Uplight, 60d Shroud & Knuckle (item #LAB-068)
LUMIEN LIGHTING	20 of Lumien's, Under Cap Wall Light, Brass Finish (W4B4-2.5W-30K-A)
LUMIEN LIGHTING	21 of Lumien's, Light Spike (item #LAP-001)
FABRIC	Required Mirafi 500X Woven Geotextile
FILL GRAVEL	Required 1" Minus
SAND	Required Medium Meramec Sand (ASTM C33)
PAVER PRO	Required Paver Pro Flex Edging
PAVER PRO	10" spikes install at minimum every 1' to Paver Edge
TECHNISEAL	~18 bags of Techniseal's, Polymeric Sand HP Nextgel Urban Grey
SQUAW VALLEY BOULDERS	~3 tons of Squaw Valley Rainbow Boulders 18-24" (Beautiful colors of red, gray, pink, black and variegated colors are displayed in these unique glacial boulders)
SQUAW VALLEY RAINBOW COBBLERS	~4 tons of Squaw Valley Rainbow Cobblers 8-12" (Beautiful colors of reds, grays, pinks, blacks and variegated colors displayed in these smooth, round, granite cobblers)
DECORATIVE GRAVEL	~4 tons of Canyon Creek Cobbler Gravel (Screen Size = 3"-6")
FABRIC	Required Mirafi 140NL Non-Woven Geotextile
MULCH	~5 yards of Premium Double Ground, Dyed Brown mulch installed at ~3" thick per plan
DISPOSAL	Proper disposal of unwanted vegetative debris.
DISPOSAL	Proper disposal of clean fill
KICHLER	1 of Kichler's, Contractor Series, 300 Watt Transformer (item #15CS300SS)
INTERMATIC	1 of Intermatic's, Digital Astronomical Timer - DT620
Sod	~2,430sq.ft. of Turf Type Tall Fescue Sod
ASP ENTERPRISES DELIVERY	Hardscape Delivery
MACHINE RATE	
LABOR RATE	

Total Price: \$93,800.00

CONTRACTOR AGREEMENT

THIS AGREEMENT made by and between Shelton Landscape & Maintenance INC., hereinafter called the Contractor and City of Arnold, hereinafter called the Owner.

WITNESSETH, that the Contractor, and the Owner for the considerations named, agree as follows:

ARTICLE 1. SCOPE OF WORK

The contractor shall furnish all the materials and perform all the work shown and/or described in the specifications entitled above, as it pertains to work performed on property address, specified above.

ARTICLE 2. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the above specified Contract price, subject to additions and deductions pursuant to change orders authorized by both the Contractor and Owner.

ARTICLE 3. PROGRESS PAYMENTS

Payments of the Contract Price shall be timely paid in the manner following: **Deposit payment of \$46,900.00 to be paid upon acceptance of proposal.** Down payment must be received within 10 days of proposal acceptance to ensure there is

efficient timing for ordering of material, any required permit and associated fees, and but not limited to the delay in project start date from initial estimate. The final payment of \$46,900.00 is due after the project has been completed and approved by the Owner or the general contractor. **The final payment may not exceed 10 business days from the project's completion.**

All payments shall be timely paid pursuant to the above schedule to avoid any late payment fee. If payments are not received in such manner, Owner agrees to pay all interest accrued on any outstanding balance at a monthly percentage rate of 2%. **Any refusal to pay late fees will result in nullification of all warranties and lien waivers.**

Furthermore, Contractor maintains the absolute right to enter the property anytime, with or without notice, to remove and take possession of all unused materials, plants and all equipment owned or leased by Contractor. Contractor may also file a lien against the property pursuant to Section 429.010, et seq., of the Revised Statutes of Missouri to secure payment of work or labor completed, machinery or equipment rented, materials, trees, plants or any type of landscaping goods or services furnished.

ARTICLE 4. GENERAL PROVISIONS

1. The Contractor shall furnish a plan and scale drawing showing the shape, size dimensions, and specifications for any engineered or permit required project, a description of the work to be completed, a description of the materials and equipment to be used, and the agreed consideration for the project.
2. **Any unforeseen expenses arising from engineering design changes by Jefferson County or otherwise, hidden sub grade complications; including any utility or irrigation lines or pipes, footings, old concrete, ledge rock and boulders will be billed at a cost of time and materials. If the homeowner or contractor is not made available within 24 hours to witness and assess the situation, work will continue without a change order and documentation of the excavation and costs will be provided.**
3. Contractor is not an engineering firm and is not licensed to practice engineering. Nothing in this Contract shall be construed as requiring Contractor to make any engineering calculations or engineering judgments. Owner may wish to consult with an engineer before signing the Contract. Where the work includes the installation of pavers, Contractor to install all paver surfaces per the Interlocking Concrete Paver Institutes (ICPI) construction standards. Where the work includes the installation of walls, Contractor to install per specific block manufacturers specifications.
4. **Contractor shall have no obligation to perform a change in the work unless Contractor and Owner sign a change order describing the change and the corresponding adjustment in the Contract Price. All change orders shall be in writing and signed by Owner and Contractor, and shall be incorporated into, and become a part of, the Contract.**
5. Contractor will call 1-800-DIG-RITE to mark all public utilities. Further, Contractor will make every effort to use caution to avoid unmarked underground obstructions not marked by Dig Rite, however any damage to unmarked private utilities, irrigation lines, invisible pet fences, underground electrical lines or other underground obstructions not located by Dig Rite will be the sole responsibility of the Owner, and Owner agrees to hold harmless, indemnify and defend Contractor from any liability resulting from damage to said obstructions.
6. Owner is responsible for disclosing all information pertinent to the construction plan and proposal, including structural elements, so to prevent negligent business. Contractor is not responsible for damage to Owner's property during demolition or removal of debris where not previously made aware by the Owner.
7. Contractor is not responsible for any cosmetic damage done to private or public roads, driveways, and/or sidewalks when accessing Owner's property for site enhancements. Contractor to use skid steer and mini excavator both with tracks as needed for proper removal and installation. Contractor agrees to remove all debris and leave the premises in broom clean condition.
8. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractors and in all instances, remain responsible for the proper completion of this Contract.
9. Contractor warrants it is adequately insured for injury to its employees and others incurring loss or injury because of the acts of Contractor, its employees or subcontractors.
10. **Contractor shall charge to obtain all permits & local business licenses necessary for the work to be performed.**
11. **Contractor shall not be liable for any delay due to circumstances beyond its control, including but not limited to weather, project changes, equipment failure, and casualty or general unavailability of materials.**
12. Included with this Contract is Contractor's standard Limited Warranty, found at www.shelton-landscape.com, which shall commence upon final completion of work and is valid only if full payment of work has been received.
13. **All materials ordered or delivered to project site, as outlined in the scope of work, will be subject up to a 20% restocking fee if declined by the homeowner due to changes in the scope of work.**
14. This contract and its performance are governed by the laws of the place of the project. A lien waiver shall be furnished, if requested, to Owner upon payment of the Contract Price in full. Missouri law requires the furnishing of the following notice:

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result, you may ask this contractor for

"lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

- 15. The Contract is the entire agreement and consists of these General Provisions, Scope of Work, Time of Completion, Contract Price, Progress Payments, and Shelton Landscape's Limited Warranty. There are no other agreements, oral or written, between Contractor and Owner. All previous statements, representations and promises by Contractor are null and void; there is no right to rely upon any such statement, representation or promise.**

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted.

SHELTON LANDSCAPE & MAINTENANCE is authorized to do the work as specified. Payment will be made as outlined above.

We Want To Thank You For Considering Shelton Landscape And Maintenance For Your Outdoor Projects. It Is Because Of Our Customers, Both New And Old, That We Continue To Be In Business For Over 40 Years, A Trusted Contractor With The Better Business Bureau, Angie's List, And Our Community As A Whole.

Signature:

Print Name:

Date:

***Only one proposal can be approved. Approving this will decline all other available proposals.**

RESOLUTION NO 22-30

A RESOLUTION CREATING THE DRIVEWAY ASSISTANCE PROGRAM (DAP) PROVIDING FINANCIAL ASSISTANCE TO PROPERTY OWNERS FOR THE PAVING OF THE ENTIRETY OF EXISTING GRAVEL DRIVEWAYS SERVING RESIDENTIAL STRUCTURES WITH CONCRETE OR ASPHALT.

This resolution may be known and cited as the "Driveway Assistance Program (DAP)."

WHEREAS, driveways, paved the entirety of their length, provide a safe and stable surface for access to residential structures by first responders; and

WHEREAS, the gradual replacement of gravel driveways will support the elimination of functionally obsolete design features that contribute to property values being lower than those for properties without such functionally obsolete features; and

WHEREAS, the strengthening and enhancement of residential neighborhoods in the city is dependent upon the availability of quality, functional housing stock; and

WHEREAS, the availability of quality, functional housing stock contributes to the attractiveness of the city to new residents; and

WHEREAS, the cost of paving existing gravel driveways can be burdensome to property owners; and

WHEREAS, it is in the best interest of the city to assist property owners with the replacement of functionally obsolete residential gravel driveways with concrete- or asphalt-paved driveways;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ARNOLD, MISSOURI, AS FOLLOWS:

Section 1. The City of Arnold shall establish a grant program that will reward owners of existing gravel driveways serving residential structures, who were directed by the City to pave the gravel driveway, with up to fifty percent (50%) of the cost of the paving, not to exceed five thousand dollars (\$5,000.00), in grant funds to help defray the cost of replacing the entire gravel driveway as follows:

- 1) The owner of an eligible existing gravel driveway serving a residential structure submits a letter to the Community Development Department requesting a driveway assistance grant with a quote stating the amount and the cost of replacement of the entire gravel driveway with a concrete- or asphalt-paved driveway meeting City standards.
- 2) The request will be reviewed by City Staff and either approved or denied with reasons for denial provided to the owner.

- 3) Upon approval, the owner of the eligible existing gravel driveway must submit an application for the replacement of the driveway through the Community Development Department. The permit application must include a detailed description of the work to be done as required by and to the satisfaction of the City Staff.

The City of Arnold will place up to five thousand dollars (\$5,000.00) into an escrow account that will be released to the owner after the gravel driveway, in its entire length, has been replaced by a concrete- or asphalt-paved driveway meeting City standards to the satisfaction of City Staff and a certificate of compliance is issued.

Section 2. The funds to be spent under this resolution are for the replacement of existing gravel driveways serving residential structures in their entirety only when directed to do so by the City of Arnold.

Section 3. The City may, at its discretion, limit the total amount of available funds per fiscal year for the Driveway Assistance Program as warranted by budgetary constraints. In such years where funds are not available, implementation of an order to pave by the property owner may be postponed by the City Staff until such time as the City makes funds available.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk: Tammi Casey

Date: _____



CITY COUNCIL AGENDA ITEM STAFF REPORT

MEETING DATE:	May 19, 2022
TITLE:	PC-2024-24 Building & Site Design Standards, Gravel Driveways (Text Amendment)
DEPARTMENT:	Community Development
PROJECT MANAGER:	Sarah Turner, Senior Planner
REQUESTED ACTION:	Ordinance Approval
ATTACHMENTS:	(1) Draft Ordinance (2) March 22, 2022 Planning Commission Meeting Minutes

EXECUTIVE SUMMARY:

A City-initiated request to amend Chapter 405, Zoning, of the Code of Ordinances to modify and establish building and site design standards for various residential uses. Over time, functionally obsolete features such as gravel driveways have been included under this project's umbrella. The proposed text amendments will remove contradictions in the Code, require that all new driveways be paved, and create guidelines for non-conforming gravel driveways.

REVIEW & ANALYSIS:

At City Council's January 13, 2022 Work Session, Staff presented an analysis of gravel driveways in relation to the existing conflicting zoning regulations and the adverse impacts the material has on city infrastructure and the general welfare of the community. This presentation was a part of an ongoing project related to modifying building and site design standards, and more specifically to discuss functionally obsolete housing. The Council provided feedback on the project and directed further discussions with the Planning Commission. The Planning Commission researched gravel driveways at its March 22, 2022 meeting. The Commission unanimously agreed with the changes and is supportive of the Driveway Assistance Program that the Council is working on.

RECOMMENDATION:

On March 22, 2022, the Planning Commission, by a vote of 7 to 0, voted to recommend approval of the text amendment language contained in the attached ordinance.

RESOLUTION NO: 22-31

**A RESOLUTION APPROVING A SERVICE CONTRACT WITH
GATEWAY PYROTECHNIC PRODUCTIONS LLC.**

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the attached service contract with Gateway Pyrotechnic Productions LLC is hereby approved.

Presiding Officer of the City Council

Mayor Ron Counts

ATTEST:

City Clerk Tammi Casey

Date: _____

SERVICES CONTRACT

GATEWAY PYROTECHNIC PRODUCTIONS, L.L.C.

This Services Contract ("Agreement"), entered into this 29 day of April, 2022 by and between Gateway Pyrotechnic Productions, L.L.C., hereinafter referred to as Gateway Fireworks, and City of Arnold, Missouri hereinafter referred to as PURCHASER.

WHEREAS, PURCHASER wishes to host a firework display or such other function as described on Schedule A attached hereto and incorporated herein; and

WHEREAS, Gateway Fireworks is uniquely qualified to manage and exhibit a firework display or provide the services set forth on Schedule A (hereinafter, the "Services"); and

WHEREAS, PURCHASER wishes to engage Gateway Fireworks to provide the Services, and Gateway Fireworks wishes to provide PURCHASER said Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. Gateway Fireworks agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, the Services, which may include a fireworks display(s) per **PROGRAM#** 22-102, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for any necessary state and the local authority having jurisdiction of, and along with sufficient crew to safely discharge the display or otherwise provide the Services. The Services are scheduled to be performed on the date or dates specified on Schedule A at the location or locations as specified on Schedule A. The parties agree that unless a different mutually satisfactory date can be agreed upon or is otherwise set forth on Schedule A, the official postponement date and time for PURCHASER'S display is: TBD, 20 , at TBD. Upon completion of the Services, Gateway Fireworks agrees to clear the Display Site (defined herein) of any live fireworks or other debris originating from the program.
2. PURCHASER, at it's own expense, agrees to provide to Gateway Fireworks:
 - A. A suitable, secure DISPLAY SITE in which to stage the Services, including, if necessary, a firing and a fallout zone acceptable to Gateway Fireworks in its sole discretion. Said DISPLAY SITE shall serve as a restricted area for exhibiting the Services (if for fireworks, the Display Site shall include an area for fireworks to rise and fall safely).
 - B. Policing, guard protection, roping, fencing, and/or other crowd control measures in such force that is determined to be acceptable by Gateway Fireworks to prevent the unauthorized access of the public, or its property onto the DISPLAY SITE.
 - C. The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations.
 - D. For a period of 1 days preceding and 1 days following the date for providing the Services, unlimited access by Gateway Fireworks, at all times to the DISPLAY SITE to set-up and remove the materials for the Services and all required equipment.
 - E. BMI/ASCAP and/or any other musical rights issues and related fees are the sole responsibility of the PURCHASER.
3. IF PURCHASER fails to fully comply with all requirements of A, B, C, D, and/or E set forth above, Gateway Fireworks shall have no obligation to perform and the PURCHASER agrees to pay Gateway Fireworks liquidated damages in an amount equal to that outlined in Section 7. The time of the breach shall be the date upon which Gateway Fireworks reasonably concludes, after providing PURCHASER written notice of PURCHASER'S failure to comply with its obligations under Section 2, that PURCHASER has failed to comply with its obligations under Section 2. In addition to the aforementioned liquidated damages, PURCHASER agrees

to reimburse *Gateway Fireworks* any additional expenses incurred because of PURCHASER'S failure.

4. If in its sole discretion, PURCHASER designates an area for members of the public to view the Services ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall;
 - A. Ensure that the Spectator Area does not infringe on the DISPLAY SITE;
 - B. Have the sole responsibility for any and all activities that occur in the spectator and parking areas. *Gateway Fireworks*, (including its operators and crew) shall have no duty to inspect, police, monitor or otherwise supervise any area other than the DISPLAY SITE.
5. PURCHASER shall pay to *Gateway Fireworks* sums as defined in Schedule A. A deposit of 50%, must be paid UPON ACCEPTANCE OF THIS AGREEMENT (or such amount as set forth on Schedule A). Unless otherwise set forth on Schedule A, full and complete payment is due at Noon on the date *Gateway Fireworks* first provides the Services. All payments shall be made by draft or certified check payable to *Gateway Fireworks Displays*, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of *Gateway Fireworks*. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after (10) ten days from the date such payment is due. PURCHASER, by signing this agreement, authorizes *Gateway Fireworks* to receive and verify financial information concerning PURCHASER from any person or entity.
6. PURCHASER agrees to assume the risk of weather, or causes beyond the control of *Gateway Fireworks* which may prevent or delay performance of the Services on the scheduled date, which may cause the cancellation of any event for which the PURCHASER has purchased the Services, or which may affect or damage such portion of the materials as must be placed and exposed a necessary time before performance of the Services. *Gateway Fireworks* may determine in its sole discretion whether or not the Services may be provided safely on the scheduled date and at the scheduled time. If for any reason beyond *Gateway Fireworks* control, including, without limitation, inclement weather, *Gateway Fireworks* is unable to safely provide the Services or should any event for which PURCHASER has purchased the Services be canceled, the parties shall attempt to negotiate a new date for the Services, which shall be within 60 days of the original date. PURCHASER further agrees to pay *Gateway Fireworks* for any reasonable additional expenses made necessary by this postponement. If the parties are unable to agree on a new date for providing the Services, *Gateway Fireworks* shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the Services on the date set for the Services, as provided in Section 7 hereof.
7. PURCHASER shall have option of unilaterally canceling the Services prior to the date of performance. If PURCHASER exercises this option, PURCHASER agrees to pay *Gateway Fireworks*, as liquidated damages, the following percentages of the agreed contract price:
 - A. 25% if cancellation occurs twenty-one (21) days or more before the date scheduled for the commencement of the Services,
 - B. 50% if cancellation occurs within twenty (20) days of the date scheduled for commencement of the Services,
 - C. 75% if the cancellation occurs on the date scheduled for commencement of the Services but prior to the time physical set-up of the Services actually begins,
 - D. 100% thereafter.
 - E. If cancellation occurs prior to the date scheduled for commencement of the Services, PURCHASER agrees to pay *Gateway Fireworks* in addition to the above percentages, the reasonable value associated with any specific custom work performed by *Gateway Fireworks* or its agents including but not limited to music, narration tape, production and/or sponsor logo.
8. In the event the PURCHASER cancels the Services, it will be impractical or extremely difficult to fix the actual amount of damages. The foregoing represents a present attempt to reasonably forecast the damages *Gateway Fireworks* will suffer if PURCHASER cancels the Services. The parties agree that the foregoing represents a material inducement for *Gateway Fireworks* to enter into this Agreement. If a court of competent jurisdiction shall declare this provision unenforceable for any reason, *Gateway Fireworks* shall

have available all legal and equitable remedies.

9. *Gateway Fireworks* reserves the ownership rights and trade names used in or a product of the pyrotechnic display or other Services to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of *Gateway Fireworks* is prohibited.
10. *Gateway Fireworks* agrees to furnish insurance coverage in connection with the Services only for the following risk and amounts: bodily injury and property damage, including products liability: Five Million Dollars (5,000,000) combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of *Gateway Fireworks* in performing the Services. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract. Such insurance afforded by *Gateway Fireworks* shall not include claims made against PURCHASER for bodily injury or property damage arising from the following:
 - A. Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its legal obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement:
 - B. claims against PURCHASER relating to the spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold *Gateway Fireworks* harmless from all claims and suits made against *Gateway Fireworks* for bodily injury or property damage arising from A) and B) of the paragraph.
11. If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and cost in addition to any other relief to which such party may be entitled. This Agreement shall be interpreted under the laws of the State of Missouri. The courts of the State of Missouri shall have exclusive jurisdiction to adjudicate any disputes arising out of this Agreement or the performance of the Services provided for herein.
12. In the event *Gateway Fireworks* breaches this Agreement, or is otherwise negligent in performing the Services, PURCHASER shall under no circumstances be entitled to recover monetary damages from *Gateway Fireworks* beyond the amount PURCHASER agreed to pay *Gateway Fireworks* under this Agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from *Gateway Fireworks* including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance provided in paragraph 10 above.
13. Nothing in this Agreement or in *Gateway Fireworks* performance of the Services, shall be construed as forming a partnership or joint venture between PURCHASER and *Gateway Fireworks*. The parties hereto shall be responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this Agreement are in writing and may only be modified by written Agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement.
14. Any notice to the parties required under this Agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: *Gateway Pyrotechnic Productions, LLC, PO Box 39327, St. Louis, MO 63139-8327*. PURCHASER's address shall be as follows:
1695 Missouri State Road, Arnold, MO 63010
15. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by *Gateway Fireworks* at their corporate office in Saint Louis, Missouri. This Agreement may be executed in several counter parts, binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may

Schedule A

Description of Services

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide fireworks exhibits in 2022, 2023, and 2024 to the scale regarding quantities and quality that was provided in previous years. This is for three programs annually: Independence Day Celebration and two programs for the Arnold Days weekend.

- This agreement is for 2022-2024:
 - 2022 Cost: \$100,000.00
 - 2023 Cost: \$100,000.00
 - 2024 Cost: \$100,000.00

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide a laser program in addition to the Arnold Days Weekend Firework Exhibits.

- This agreement is for 2022:
 - Cost: \$17,500.00

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide a "City of Arnold" Scenic Arch for their 50th year celebration per the specifications approved by PURCHASER.

- This agreement is for 2022:
 - Cost: \$22,000.00

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide a "Sparktacular" reveal for the 50th year Scenic Arch reveal at the Independence Day Celebration in 2022.

- This agreement is for 2022:
 - Cost: \$3,500.00

SERVICES CONTRACT

GATEWAY PYROTECHNIC PRODUCTIONS, L.L.C.

This Services Contract ("Agreement"), entered into this 29 day of April 2022 by and between Gateway Pyrotechnic Productions, L.L.C., hereinafter referred to as Gateway Fireworks, and City of Arnold, Missouri hereinafter referred to as PURCHASER.

WHEREAS, PURCHASER wishes to host a firework display or such other function as described on Schedule A attached hereto and incorporated herein; and

WHEREAS, Gateway Fireworks is uniquely qualified to manage and exhibit a firework display or provide the services set forth on Schedule A (hereinafter, the "Services"); and

WHEREAS, PURCHASER wishes to engage Gateway Fireworks to provide the Services, and Gateway Fireworks wishes to provide PURCHASER said Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. Gateway Fireworks agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, the Services, which may include a fireworks display(s) per PROGRAM# 22-102, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for any necessary state and the local authority having jurisdiction of, and along with sufficient crew to safely discharge the display or otherwise provide the Services. The Services are scheduled to be performed on the date or dates specified on Schedule A at the location or locations as specified on Schedule A. The parties agree that unless a different mutually satisfactory date can be agreed upon or is otherwise set forth on Schedule A, the official postponement date and time for PURCHASER'S display is: TBD, 20 , at TBD. Upon completion of the Services, Gateway Fireworks agrees to clear the Display Site (defined herein) of any live fireworks or other debris originating from the program.
2. PURCHASER, at its own expense, agrees to provide to Gateway Fireworks:
 - A. A suitable, secure DISPLAY SITE in which to stage the Services, including, if necessary, a firing and a fallout zone acceptable to Gateway Fireworks in its sole discretion. Said DISPLAY SITE shall serve as a restricted area for exhibiting the Services (if for fireworks, the Display Site shall include an area for fireworks to rise and fall safely).
 - B. Policing, guard protection, roping, fencing, and/or other crowd control measures in such force that is determined to be acceptable by Gateway Fireworks to prevent the unauthorized access of the public, or its property onto the DISPLAY SITE.
 - C. The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations.
 - D. For a period of 1 days preceding and 1 days following the date for providing the Services, unlimited access by Gateway Fireworks, at all times to the DISPLAY SITE to set-up and remove the materials for the Services and all required equipment.
 - E. BMI/ASCAP and/or any other musical rights issues and related fees are the sole responsibility of the PURCHASER.
3. IF PURCHASER fails to fully comply with all requirements of A, B, C, D, and/or E set forth above, Gateway Fireworks shall have no obligation to perform and the PURCHASER agrees to pay Gateway Fireworks liquidated damages in an amount equal to that outlined in Section 7. The time of the breach shall be the date upon which Gateway Fireworks reasonably concludes, after providing PURCHASER written notice of PURCHASER'S failure to comply with its obligations under Section 2, that PURCHASER has failed to comply with its obligations under Section 2. In addition to the aforementioned liquidated damages, PURCHASER agrees

to reimburse *Gateway Fireworks* any additional expenses incurred because of PURCHASER'S failure.

4. If in its sole discretion, PURCHASER designates an area for members of the public to view the Services ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall;
 - A. Ensure that the Spectator Area does not infringe on the DISPLAY SITE;
 - B. Have the sole responsibility for any and all activities that occur in the spectator and parking areas. *Gateway Fireworks*, (including its operators and crew) shall have no duty to inspect, police, monitor or otherwise supervise any area other than the DISPLAY SITE.
5. PURCHASER shall pay to *Gateway Fireworks* sums as defined in Schedule A. A deposit of 50%, must be paid UPON ACCEPTANCE OF THIS AGREEMENT (or such amount as set forth on Schedule A). Unless otherwise set forth on Schedule A, full and complete payment is due at Noon on the date *Gateway Fireworks* first provides the Services. All payments shall be made by draft or certified check payable to *Gateway Fireworks Displays*, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of *Gateway Fireworks*. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after (10) ten days from the date such payment is due. PURCHASER, by signing this agreement, authorizes *Gateway Fireworks* to receive and verify financial information concerning PURCHASER from any person or entity.
6. PURCHASER agrees to assume the risk of weather, or causes beyond the control of *Gateway Fireworks* which may prevent or delay performance of the Services on the scheduled date, which may cause the cancellation of any event for which the PURCHASER has purchased the Services, or which may affect or damage such portion of the materials as must be placed and exposed a necessary time before performance of the Services. *Gateway Fireworks* may determine in its sole discretion whether or not the Services may be provided safely on the scheduled date and at the scheduled time. If for any reason beyond *Gateway Fireworks* control, including, without limitation, inclement weather, *Gateway Fireworks* is unable to safely provide the Services or should any event for which PURCHASER has purchased the Services be canceled, the parties shall attempt to negotiate a new date for the Services, which shall be within 60 days of the original date. PURCHASER further agrees to pay *Gateway Fireworks* for any reasonable additional expenses made necessary by this postponement. If the parties are unable to agree on a new date for providing the Services, *Gateway Fireworks* shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the Services on the date set for the Services, as provided in Section 7 hereof.
7. PURCHASER shall have option of unilaterally canceling the Services prior to the date of performance. If PURCHASER exercises this option, PURCHASER agrees to pay *Gateway Fireworks*, as liquidated damages, the following percentages of the agreed contract price:
 - A. 25% if cancellation occurs twenty-one (21) days or more before the date scheduled for the commencement of the Services,
 - B. 50% if cancellation occurs within twenty (20) days of the date scheduled for commencement of the Services,
 - C. 75% if the cancellation occurs on the date scheduled for commencement of the Services but prior to the time physical set-up of the Services actually begins,
 - D. 100% thereafter.
 - E. If cancellation occurs prior to the date scheduled for commencement of the Services, PURCHASER agrees to pay *Gateway Fireworks* in addition to the above percentages, the reasonable value associated with any specific custom work performed by *Gateway Fireworks* or its agents including but not limited to music, narration tape, production and/or sponsor logo.
8. In the event the PURCHASER cancels the Services, it will be impractical or extremely difficult to fix the actual amount of damages. The foregoing represents a present attempt to reasonably forecast the damages *Gateway Fireworks* will suffer if PURCHASER cancels the Services. The parties agree that the foregoing represents a material inducement for *Gateway Fireworks* to enter into this Agreement. If a court of competent jurisdiction shall declare this provision unenforceable for any reason, *Gateway Fireworks* shall

have available all legal and equitable remedies.

9. *Gateway Fireworks* reserves the ownership rights and trade names used in or a product of the pyrotechnic display or other Services to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of *Gateway Fireworks* is prohibited.
10. *Gateway Fireworks* agrees to furnish insurance coverage in connection with the Services only for the following risk and amounts: bodily injury and property damage, including products liability: Five Million Dollars (5,000,000), combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of *Gateway Fireworks* in performing the Services. All individuals/entities listed on the certificate of insurance will be deemed an additional insured per this contract. Such insurance afforded by *Gateway Fireworks* shall not include claims made against PURCHASER for bodily injury or property damage arising from the following:
 - A. Failure of PURCHASER, including through or by its employees, agents, or independent contractors, to perform its legal obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement:
 - B. claims against PURCHASER relating to the spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold *Gateway Fireworks* harmless from all claims and suits made against *Gateway Fireworks* for bodily injury or property damage arising from A) and B) of the paragraph.
11. If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and cost in addition to any other relief to which such party may be entitled. This Agreement shall be interpreted under the laws of the State of Missouri. The courts of the State of Missouri shall have exclusive jurisdiction to adjudicate any disputes arising out of this Agreement or the performance of the Services provided for herein.
12. In the event *Gateway Fireworks* breaches this Agreement, or is otherwise negligent in performing the Services, PURCHASER shall under no circumstances be entitled to recover monetary damages from *Gateway Fireworks* beyond the amount PURCHASER agreed to pay *Gateway Fireworks* under this Agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from *Gateway Fireworks* including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance provided in paragraph 10 above.
13. Nothing in this Agreement or in *Gateway Fireworks* performance of the Services, shall be construed as forming a partnership or joint venture between PURCHASER and *Gateway Fireworks*. The parties hereto shall be responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this Agreement are in writing and may only be modified by written Agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement.
14. Any notice to the parties required under this Agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: Gateway Pyrotechnic Productions, LLC, PO Box 39327, St. Louis, MO 63139-8327. PURCHASER's address shall be as follows: 1695 Missouri State Road, Arnold, MO 63010.
15. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by *Gateway Fireworks* at their corporate office in Saint Louis, Missouri. This Agreement may be executed in several counter parts, binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may

not function as designed and this level of non-performance is accepted as full performance of the Services and this Agreement.

16. Pricing herein is firm until _____ May 06 , 20 22

IN WITNESS WHEREOF, the parties have executed on this date.

Purchaser:

By: _____

Name: _____

Title: _____

Date: _____

GATEWAY PYROTECHNIC PRODUCTIONS, LLC.

By: _____

Name: _____

Title: _____

Date: _____

Schedule A

Description of Services

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide fireworks exhibits in 2022, 2023, and 2024 to the scale regarding quantities and quality that was provided in previous years. This is for three programs annually: Independence Day Celebration and two programs for the Arnold Days weekend.

- This agreement is for 2022-2024:
 - 2022 Cost: \$100,000.00
 - 2023 Cost: \$100,000.00
 - 2024 Cost: \$100,000.00

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide a laser program in addition to the Arnold Days Weekend Firework Exhibits.

- This agreement is for 2022:
 - Cost: \$17,500.00

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide a "City of Arnold" Scenic Arch for their 50th year celebration per the specifications approved by PURCHASER.

- This agreement is for 2022:
 - Cost: \$22,000.00

Gateway Pyrotechnic Productions, LLC. DBA Gateway Firework Displays will provide a "Sparktacular" reveal for the 50th year Scenic Arch reveal at the Independence Day Celebration in 2022.

- This agreement is for 2022:
 - Cost: \$3,500.00

RESOLUTION NO: 22-32

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH SPENCER CONTRACTING COMPANY TO
PROVIDE CONSTRUCTION SERVICES FOR THE WASHOUT PIT AT
2900 ARNOLD TENBROOK RD.

BE IT RESOLVED by the Council of the City of Arnold, Missouri, that the Mayor be, and is hereby authorized to enter into a contract with Spencer Contracting Company to provide construction services in the amount of \$196,827.30 for the washout pit at 2900 Arnold Tenbrook Rd.

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: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Arnold ("Owner") and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construct a washout pit at the City of Arnold Public Works Facility. This work consists of constructing 2 chambers (including poured in place concrete retaining walls, concrete ramps, sand filter, perforated drains, water extension for yard hydrant, bollards, fencing, etc.), concrete pavement, curbs, riprap slope, and fence.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Arnold, Public Works Facility Washout Pit

ARTICLE 3—ENGINEER

3.01 The Owner has retained the City of Arnold, MO ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Henehan and Associates, P.C.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 150 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$800.00 for each day that expires after such time until the Work is completed and ready for final payment.
 3. *Milestones:* ~~[Deleted] Contractor shall pay Owner \$800.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.~~
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

[Deleted]

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **[ordinal number, such as 5th]** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the

Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

1) ~~If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and~~

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of the maximum legal rate percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.

2. Bonds:

a. Performance bond (together with power of attorney).

b. Payment bond (together with power of attorney).

3. General Conditions.
 4. ~~Supplementary Conditions.~~
 5. Specifications as listed in the table of contents of the project manual (~~copy of list attached~~).
 6. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Public Works Facility Washout Pit.
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers [number] to [number], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid [number] to [number]
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the

~~Supplementary~~ General Conditions, with respect to the Technical Data in such reports and drawings. [No reports or tests available]

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary~~ General Conditions, with respect to Technical Data in such reports and drawings. [No known Hazardous Environmental Conditions.]
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the ~~Supplementary~~ General Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

"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, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [indicate date on which Contract becomes effective] (which is the Effective Date of the Contract).

Owner:
City of Arnold

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

Spencer Contracting

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Remove Existing Concrete	SQ YD	18	\$ 23.-	\$ 414.-
2	7" PCC Concrete Slab	SQ YD	520	\$ 68.97	\$ 35864.40
3	Granular Base	SQ YD	520	\$ 8.39	\$ 4362.80
4	Bollards	EACH	5	\$ 780	\$ 3900.-
5	Seed and Straw	SQ YD	400	\$ 4.49	\$ 1796.-
6	Earth Excavation/ Grading	CU YD	700	\$ 28.37	\$ 19859.-
7	Rip Rap	SQ YD	50	\$ 75.60	\$ 3780.-
8	Sand Filter	CU YD	35	\$ 183.86	\$ 6435.10
9	4' Chain Link Fence	FOOT	228	\$ 69.-	\$ 15732.-
10	Retaining Walls	CU YD	70	\$ 817.-	\$ 57190.-
11	PCC Curb (Chamber 2)	FOOT	12	\$ 63.-	\$ 756.-
12	PCC Curb (Dumpster Area)	FOOT	77	\$ 63.-	\$ 4851.-
13	6" PVC Pipe	FOOT	88	\$ 74.75	\$ 6578.-
14	6" Perforated HDPE	FOOT	48	\$ 74.75	\$ 3588.-
15	Water Main Extension	EACH	1	\$ 14030.-	\$ 14030.-
16	Yard Hydrant Installation	EACH	1	\$ 1725.-	\$ 1725.-
17	Silt Fence	FOOT	210	\$ 4.60	\$ 966.-
18	Mobilization	L SUM	1	\$ 15000.-	\$ 15000.-
Total of All Unit Price Bid Items					\$ 196827.30

B. Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

Tammi Casey, City Clerk

City of Arnold

2101 Jeffco Blvd, Arnold, MO, 63010

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. List of Proposed Suppliers;
- D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F. Required Bidder Qualification Statement with supporting data;
- G. Affidavit of Work Authorization
- H. Affidavit of American Products Purchased
- I. Non-Colusion

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

EJCDC® C-410, Bid Form for Construction Contract.

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Page 1 of 6

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	5/02/2022

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work and including all American Iron and Steel requirements.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the ~~Supplementary Conditions~~, with respect to the Technical Data in such reports and drawings. [No reports or tests available.]
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the ~~Supplementary Conditions~~, with respect to Technical Data in such reports and drawings. [No known Hazardous Environmental Conditions.]
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical

Data identified in the ~~Supplementary Conditions~~ or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 6.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

Type text here

- d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Spencer Contracting Company

By: _____ (typed or printed name of organization)

By: Anthony Spencer (individual's signature)

Name: **Anthony Spencer** (typed or printed)

Title: **President** (typed or printed)

Date: **05/13/2022** (typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Alex Heuring (individual's signature)

Name: **Alex Heuring** (typed or printed)

Title: **Project Administrator** (typed or printed)

Date: **05/13/2022** (typed or printed)

Address for giving notices:

3073 Arnold Tenbrook Rd Arnold, Mo 63010

Bidder's Contact:

Name: **Anthony Spencer** (typed or printed)

Title: **President** (typed or printed)

Phone: **(314)843-5166**

Email: **tony@spencercontracting.com**

Address: **3073 Arnold Tenbrook Rd Arnold, Mo 63010**

Bidder's Contractor License No.: (if applicable) _____

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:		Spencer Contracting Company	
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:	Anthony Spencer	Phone number:	(314)843-5166
Title:	President	Email address:	tony@spencercontracting.com
Business address of local office:		3073 Arnold Tenbrook Rd	
		Arnold, MO 63010	

1.02 Provide information on the Business's organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation		
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:			
1.			
2.			
3.			
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:	1996	State in which Business was formed:	Missouri
Is this Business authorized to operate in the Project location?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business's officers, partners, and limits of authority.

Name:	Anthony Spencer	Title:	President
Authorized to sign contracts:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business's Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input checked="" type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer: Pat Buttner		
Safety Certifications		
Certification Name	Issuing Agency	Expiration
Type text here		

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year	2019			2020			2021		
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH
	.93			.93			.77		

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:	
Business address:	
Date of Business’s most recent financial statement:	<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:	<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement	
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)	
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)	

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	Swiss Re Corporate Solutions America Insurance Corporation		
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):	1200 Main St, Suite 800		
	Kansas City, MO 64105		
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business's insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider	Type of Policy (Coverage Provided)		
Will provide if awarded job	Type text here		
Are providers licensed or authorized to issue policies in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Does provider have an A.M. Best Rating of A-VII or better?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	20
Estimate of revenue for the current year:	n/a
Estimate of revenue for the previous year:	n/a

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:	<input checked="" type="checkbox"/>	As a joint venturer:	<input type="checkbox"/>
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Provide full details in a separate attachment if the response to any of these questions is Yes.			

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

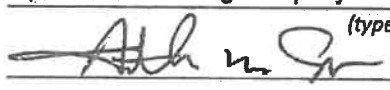
9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.

- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: Spencer Contracting Company
(typed or printed name of organization)


By: 
(individual's signature)

Name: Anthony Spencer
(typed or printed)

Title: President
(typed or printed)

Date: 05/13/2022
(date signed)

(If Business is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 
(individual's signature)

Name: Alex Heuring
(typed or printed)

Title: Witness
(typed or printed)

Address for giving notices:
3073 Arnold Tenbrook Rd Arnold, Mo 63010

Designated Representative:

Name: Anthony Spencer
(typed or printed)

Title: President
(typed or printed)

Address: 3073 Arnold Tenbrook Rd Arnold, Mo 63010

Phone: (314)843-5166

Email: tony@spencercontracting.com

Schedule A—Current Projects

Name of Organization		***See enclosed list***		Project Name	
Project Owner					
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Safety Manager	
Name		Project Superintendent		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner		Name		Title/Position	
Designer		Organization		Telephone	
Construction Manager				Email	

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Safety Manager	
Name		Project Superintendent		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner		Name		Title/Position	
Designer		Organization		Telephone	
Construction Manager				Email	

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager		Safety Manager	
Name		Project Superintendent		Quality Control Manager	
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Owner		Name		Title/Position	
Designer		Organization		Telephone	
Construction Manager				Email	

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost	Date Project		
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost	Date Project		
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email
Project Owner			
General Description of Project		Project Name	
Project Cost	Date Project		
Key Project Personnel	Project Manager	Safety Manager	Quality Control Manager
Name			
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule B—Previous Experience with Similar Projects

Name of Organization		Project Name	
Project Owner			
General Description of Project			
Project Cost	Date Project		
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Project Owner		Project Name	
General Description of Project			
Project Cost	Date Project		
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Project Owner		Project Name	
General Description of Project			
Project Cost	Date Project		
Key Project Personnel Name	Project Manager	Project Superintendent	Safety Manager
			Quality Control Manager
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)			
Owner	Name	Title/Position	Organization
Designer			Telephone
Construction Manager			Email

Schedule C—Key Individuals

Project Manager			
Name of individual		Bob Prince	
Years of experience as project manager		25	
Years of experience with this organization		12	
Number of similar projects as project manager		100+	
Number of similar projects in other positions		100+	
Current Project Assignments 5			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual		James Palmer	
Years of experience as project superintendent		1	
Years of experience with this organization		12	
Number of similar projects as project superintendent		1	
Number of similar projects in other positions		50	
Current Project Assignments 1			
Name of assignment		Percent of time used for this project	Estimated project completion date
Arnold Concrete Streets			
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager		
Name of individual	Pat Buttner	
Years of experience as project manager	12	
Years of experience with this organization	12	
Number of similar projects as project manager	12	
Number of similar projects in other positions	100+	
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name		Name
Title/Position		Title/Position
Organization		Organization
Telephone		Telephone
Email		Email
Project		Project
Candidate's role on project		Candidate's role on project
Quality Control Manager		
Name of individual		
Years of experience as project superintendent		
Years of experience with this organization		
Number of similar projects as project superintendent		
Number of similar projects in other positions		
Current Project Assignments		
Name of assignment	Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)		
Name		Name
Title/Position		Title/Position
Organization		Organization
Telephone		Telephone
Email		Email
Project		Project
Candidate's role on project		Candidate's role on project

Affidavit of Work Authorization

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

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

Anthony Spencer

Signature

Anthony Spencer

Printed Name

President

Title

05/13/2022

Date

Subscribed and sworn before me the 13 day of May. I am commissioned as a notary public within the county of Jefferson. State of Missouri, and my commission expires on July 18, 2022.

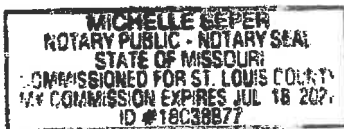
Michelle Seper

Signature of notary

Michelle Seper

05/13/2022

Date



STATE OF MISSOURI)
COUNTY OF Jefferson) ss

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Anthony Spencer as President of Spencer Contracting Company
(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 PUBLIC WORKS FACILITY

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


SIGNATURE (PERSON WITH AUTHORITY)

Anthony Spencer
(PRINTED NAME)

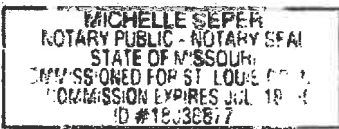
President
(TITLE)

05/13/2022
(DATE)

Subscribed and sworn to before me this 13 day of May, 2022.


Notary Public
Michelle Seper

My commission expires on: July 18, 2022



Owner	Contact	Phone		YTD Activity
City of Kirkwood		314-822-5819	2021	\$0.00
139 S. Kirkwood Road	Description		2020	\$15,027.50
Kirkwood, MO 63122	Sidewalk, Ramps, Asphalt Paving		2019	\$220,526.51
			2018	\$965,250.21
			2017	\$746,413.87
Owner	Contact	Phone		YTD Activity
City of Creve Coeur	Matt Wohlberg	314-872-2533	2021	\$275,765.98
300 N. New Ballas Road	Description		2020	\$349,528.90
Creve Coeur, MO 63141	Mill, Overlay and Asphalt Paving		2019	\$456,424.65
			2018	\$367,421.03
			2017	\$316,739.31
Owner	Contact	Phone		YTD Activity
County of St. Charles	Rodney Edwards or Craig Tajkowski	636-949-3594/636-949-7900	2021	\$139,427.36
201 North Second Street	Description		2020	\$0.00
St. Charles, MO 63301	Concrete Road Replacement-Curb-Gutter-Sidewalks-Asphalt Overlay		2019	\$1,485,018.58
			2018	\$56,808.83
			2017	\$88,950.00
Owner	Contact	Phone		YTD Activity
City of Edmundson	David Christensen	314-842-4033	2021	\$0.00
4440 Holeman Lane	Description		2020	\$0.00
Edmundson, MO 63134	Concrete sidewalk, curb, driveway approaches, full depth replacement		2019	\$1,253,534.32
			2018	\$736,912.29
			2017	\$0.00
Owner	Contact	Phone		YTD Activity
City of New Haven	Cochran Engineering	314-842-4033	2021	\$0.00
101 Front Street	Description		2020	\$0.00
New Haven, MO 63068	Sidewalks, driveway approaches, curb rams, storm sewer, paving		2019	\$457,736.92
			2018	\$383,654.32
			2017	\$0.00
Owner	Contact	Phone		YTD Activity
City of Maryland Heights	Cliff Baber	314-738-2258	2021	\$650,147.58
11911 Dorsett Rd.	Description		2020	\$0.00
Maryland Heights, MO 63043	Street renovation - concrete and asphalt		2019	\$0.00
			2018	\$0.00
			2017	\$0.00
Owner	Contact	Phone		YTD Activity
City of Oakland	Grant Strecher	314-644-5700	2021	\$9,230.92
PO Box 220511	Description		2020	\$271,096.70
St. Louis, MO 63122	Minturn Park - Street renovation - concrete and asphalt, Sidewalk Replacement		2019	\$140,205.55
			2018	\$307,274.11
			2017	\$0.00

Owner	Contact	Phone		YTD Activity
City of Wentzville	Brent Emerling	636-527-5101	2021	\$391,248.11
1001 Shroeder Creek Blvd.	Description		2020	\$0.00
Wentzville, MO63385	Wentzville Asphalt		2019	\$0.00
			2018	\$0.00
			2017	\$0.00

Owner	Contact	Phone		YTD Activity
DeSoto Schoo District	Clint Freeman	636-586-1002	2021	\$301,052.00
610 Vineland School Road	Description		2020	\$0.00
De Soto, MO 63020	Install new asphalt parking lots, repairs, sealing, and striping of school parking lots		2019	\$0.00
			2018	\$0.00
			2017	\$198,450.00

Owner	Contact	Phone		YTD Activity
Rockwood School District	Mike Schneider	636-733-3270	2021	\$0.00
111 East North Street	Description		2020	\$141,592.00
Eureka, MO 63025	Asphalt repairs, mill and overlay, fencing, concrete sidewalks, bollards and striping		2019	\$99,220.00
			2018	\$39,241.73
			2017	\$276,176.00

Owner	Contact	Phone		YTD Activity
Fox C-6 School District	Scott Barbagalo	636-296-7062	2021	\$9,650.00
745 Jeffco Blvd.	Description		2020	\$29,960.00
Arnold, MO 63010	Asphalt Repair - Overlay		2019	\$12,338.30
			2018	\$29,289.00
			2017	\$0.00

Arnold Washout Pit

Subcontractors

- K&N Steel
- PLS Plumbing and Sewer
- D&S Fence

Suppliers

- Arnold Ready Mix
- New Frontier Rock

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

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

SPENCER CONTRACTING COMPANY

00425317

A Missouri entity was created under the laws of this State on 4/17/1996, and in Good Standing, having fully complied with all the 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, the 17th day of February, 2021.


Secretary of State



Certification Number: CERT-IN59395

NON-COLUSION FORM

Anthony Spencer

being duly sworn in oath deposed and states:

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

For Corporations

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

(Corporate Seal)

President
(OFFICE HELD IN BIDDER ORGANIZATION)

ATTEST:

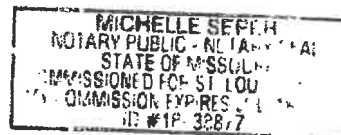
[Handwritten signature]

By *[Handwritten signature]*

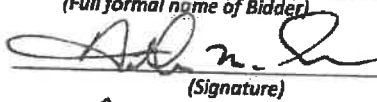
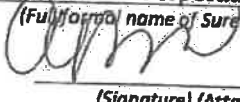
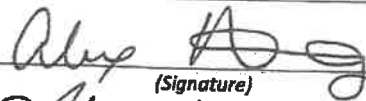
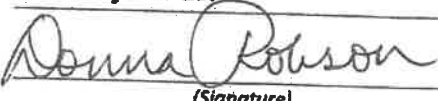
Subscribed and sworn to before me this 13 day of may, 2022.

Michelle Seper
Notary Public
Michelle Seper

My commission expires on: July 18, 2022



BID BOND (PENAL SUM FORM)

Bidder Name: Spencer Contracting Company Address (principal place of business): 3073 Arnold Tenbrook Road Arnold, MO 63010	Surety Name: Swiss Re Corporate Solutions America Insurance Corporation Address (principal place of business): 1200 Main Street, Suite 800 Kansas City, MO 64105
Owner Name: City of Arnold Address (principal place of business): City of Arnold 2101 Jeffco Blvd. Arnold, MO 63010	Bid Project (name and location): Public Works Facility Washout Pit Arnold, MO Bid Due Date: May 6, 2022
Bond Penal Sum: Ten Percent (10%) of the Amount Bid Date of Bond: May 6, 2022	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Spencer Contracting Company <i>(Full formal name of Bidder)</i>	Surety Swiss Re Corporate Solutions America Insurance Corporation <i>(Full formal name of Surety) (corporate seal)</i>
By:  <i>(Signature)</i>	By:  <i>(Signature) (Attach Power of Attorney)</i>
Name: Anthony Spencer <i>(Printed or typed)</i>	Name: Andrew P. Thome <i>(Printed or typed)</i>
Title: President	Title: Attorney-in-Fact
Attest:  <i>(Signature)</i>	Attest:  <i>(Signature)</i>
Name: Alex Heuring <i>(Printed or typed)</i>	Name: Donna Robson <i>(Printed or typed)</i>
Title: Project Admin - Witness	Title: Witness
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

State of Missouri
County of St. Louis

On 5-6-2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

**SWISS RE CORPORATE SOLUTIONS AMERICA
INSURANCE CORPORATION**

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Donna Robson, Notary Public

DONNA ROBSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. CHARLES COUNTY
MY COMMISSION EXPIRES JUN. 21, 2025
ID #17367942

My Commission Expires: _____

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION F/K/A NORTH AMERICAN SPECIALTY INSURANCE COMPANY ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION F/K/A WASHINGTON INTERNATIONAL INSURANCE COMPANY ("SRCSPIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

ANDREW P. THOME, DANA A. JOHNESSEE, PETER J. MOHS, AMANDA L. WILLIAMS, MICHAEL D. WIEDEMEIER,

ANDREA MCCARTHY, DONNA ROBSON and ASHLEY MILLER

JOINTLY or SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 9th of May 2012:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC



By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC

IN WITNESS WHEREOF, SRCSAIC and SRCSPIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 29TH day of APRIL, 20 22

State of Illinois
County of Cook

§

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation

On this 29TH day of APRIL, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel

Yasmin A. Patel, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of May, 20 22

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC



Spencer Contracting Company
3073 Arnold Tenbrook Rd.

Commercial Reference Sheet

Owner Six Flags 4900 Six Flags Rd. Eureka, MO 63025	Contact	Phone		YTD Activity
	Ron Hayes	636-938-5300	2021	\$20,100.00
	Description		2020	\$52,830.00
	Park Renovation- Concrete , Asphalt and Building Renovation		2019	\$256,549.00
			2018	\$1,498,243.91
			2017	\$427,687.00
Owner Kirkwood School District 11289 Manchester Rd. St. Louis, MO 63122	Contact	Phone		YTD Activity
	Jason Miller	314-581-7160	2021	\$0.00
	Description		2020	\$0.00
	Classroom renovation / parking lot -concrete-asphalt and sidewalks		2019	\$132,261.07
			2018	\$16,434.00
			2017	\$0.00
Owner Mehlville R-9 School District 3120 Lemay Ferry Rd St. Louis, MO 63125	Contact	Phone		YTD Activity
	Mike Gegg	314-495-5568	2021	\$0.00
	Description		2020	\$193,913.00
	Asphalt Paving, Concrete Work		2019	\$0.00
			2018	\$0.00
			2017	\$0.00
Owner American Tower, Inc. 10 Presidential Way Woburn, MA 01801	Contact	Phone		YTD Activity
	Lance Huggins	618-806-2163	2021	\$31,210.00
	Description		2020	\$73,876.49
	Cell Site construction Services		2019	\$107,444.11
			2018	\$42,275.00
			2017	\$122,504.32
Owner Verizon Wireless 1710 Martin Luther Kind Dr. St. Louis, MO 63106	Contact	Phone		YTD Activity
	Tim Mauldin	314-791-4771	2021	\$0.00
	Description		2020	\$3,948,315.81
	Cell Tower site construction Services		2019	\$2,410,210.82
			2018	\$2,185,149.20
			2017	\$1,566,664.90
Owner St. Charles Tower 4 West Drive/Suite 110 Chesterfield, MO 63017	Contact	Phone		YTD Activity
	Brian Foehl	636-530-9824	2019	\$84,564.00
	Description		2018	\$39,000.00
	Cell Tower site construction Services		2017	\$218,458.00
			2016	\$0.00
			2015	\$0.00

Continued

Owner
Crown Castle Inc.
One City Place/Ste. 490
St. Louis, MO 63141

Contact
Mike Stewart
Phone
314-513-0134
Description
Cell Tower site construction Services

YTD Activity
2021 \$185,960.78
2020 240,930.02
2019 \$450,479.00
2018 \$681,383.69
2017 \$360,130.00

Owner
Ideal Landscape
6252 Olsen Road
St. Louis, MO 63129

Contact
Dave Buckle
Phone
314-892-9500
Description
Mississippi Greenway at Cliff Cave Park

YTD Activity
2021 \$177,154.20
2020 108,833.26
2019 \$68,904.68
2018 \$518,218.22
2017 \$1,050,877.37

Owner
City of Bellefontaine Neighbors
9641 Bellefontaine Road
St. Louis, MO 63137

Contact
Robert Doerr
Phone
314-867-0700
Description
Street reconstruction, slab replacement, mill
and asphalt overlay

YTD Activity
2021 \$0.00
2020 10,000
2019 \$0.00
2018 \$0.00
2017 \$3,200,392.38

Owner
City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

Contact
Andrew Elsperman
Phone
636-649-9010
Description

YTD Activity
2021 \$0.00
2020 \$0.00
2019 \$0.00
2018 \$162,065.40
2017 \$1,081,846.02

Owner City of Black Jack 12500 Old Jamestown Road Black Jack, MO 63033	Contact Vijah Bhasin	Phone 314-355-0400		YTD Activity		
	Description Concrete sidewalks & street repalcement with asphalt overlay		2021 2020 2019 2018 2017	\$180,442.16 \$0.00 \$0.00 \$0.00 \$269,172.38		
	Owner City of Berkeley 8425 Airport Road St. Louis, MO 63134	Contact Debra Irvin	Phone 314-400-3705		YTD Activity	
		Description Concrete street and sidewalk slab replacement		2021 2020 2019 2018 2017	\$582,549.31 \$408,954.38 \$213,916.00 \$209,438.05 \$233,538.05	
		Owner City of Town & Country 1011 Municipal Center Drive St. Louis, MO 63131	Contact Tim Randick	Phone 314-587-2822		YTD Activity
			Description Asphalt placement on parking lot		2021 2020 2019 2018 2017	\$0.00 \$0.00 \$0.00 \$0.00 \$154,392.33
Owner St. Louis County and St. Louis Co. Parks Dept 41 South Central Clayton, MO 63105			Contact Jack Horn (STLCo.) / Eric Braun (Parks)	Phone 636-275-6669 / 314-615-7543		YTD Activity
	Description Various Street and Bridge Replacement-Variou Park Renovations			2021 2020 2019 2018 2017	\$345,821.80 \$67,476.91 \$2,202,922.48 \$1,453,534.53 \$230,272.58	
	Owner City of Olivette 9473 Olive Blvd. St. Louis, MO 63132	Contact Bruce McGregor	Phone 314-993-0252		YTD Activity	
		Description Street Replacement-Sidewalks-Curb-Retaining Wall,Asphalt Paving		2021 2020 2019 2018 2017	\$225,021.11 \$731,980.32 \$35,900.00 \$98,956.01 \$232,938.26	
		Owner City of Florissant 955 rue St. Francois Florissant, MO 63031	Contact Superintendant Gary Meyer	Phone 314-839-7652		YTD Activity
Description Major Street Repairs				2021 2020 2019 2018 2017	\$0.00 \$0.00 \$0.00 \$0.00 \$224,866.75	
Owner City of Hillsboro 101 Main Street Hillsboro, MO 63050	Contact Cochran Engineering/Jacob Voss		Phone 314-842-4033		YTD Activity	
	Description Vreeland Road Major Street Repairs & Yaeger			2021 2020 2019	\$10,000.00 \$0.00 \$0.00	

Road Improvements

2018 \$0.00
2017 \$0.00

Owner
City of Ferguson
110 Church Street
Ferguson, MO 63135

Contact
Tom Weis
Phone
636-207-0832
Description
Street Improvements

YTD Activity
2021 \$0.00
2020 \$0.00
2019 \$433,444.83
2018 \$312,173.50
2017 \$0.00

Owner
Bellerive Country Club
12925 Ladue Road
St. Louis, MO 63141

Contact
Tom Corrigan
Phone
314-315-8678
Description
Asphalt mill and overlay, concrete curb and gutter replacement

YTD Activity
2021 \$0.00
2020 \$0.00
2019 \$0.00
2018 \$0.00
2017 \$154,804.00

Owner
City of Arnold
2101 Jeffco Blvd.
Arnold, MO 63010

Contact
Judy Wagner
Phone
636-282-6650
Description
Concrete Replacement, Asphalt Replacement

YTD Activity
2021 \$0.00
2020 \$996,778.10
2019 \$190,488.43
2018 \$817,551.54
2017 \$628,353.30

Owner
City of DeSoto
17 Boyd Street
DeSoto, MO 63020

Contact
Cochran Engineering
Phone
314-842-4033
Description
Main St. & Vineland School Road

YTD Activity
2021 \$0.00
2020 \$13,405.53
2018 \$0.00
2019 \$0.00
2017 \$0.00

Owner
City of Des Peres
12325 Manchester Road
Des Peres, MO 63131

Contact
Stephen Meyer
Phone
314-835-6130
Description
Street Improvements & Fawnvalley Bridge

YTD Activity
2021 \$227,746.44
2020 \$390,194.41
2019 \$0.00
2018 \$357,187.89
2017 \$0.00

Owner
City of Maplewood
7601 Manchester Road
Maplewood, MO 63143

Contact
Steve Miller & Anthony Traxler
Phone
314-644-2200
Description
Maplewood Streets & Sidewalks

YTD Activity
2021 \$941,931.37
2020 \$840,384.68
2019 \$0.00
2018 \$0.00
2017 \$10,853.10

Owner
City of Manchester
14318 Manchester Road
Manchester, MO 63143

Contact
Dave Pracht
Phone
636-227-1385
Description
Manchester Prop S

YTD Activity
2021 \$794,001.48
2020 \$0.00
2019 \$0.00

Owner
Missouri Dept. of Conservation
2901 W. Truman Blvd.
Jefferson City, MO 65109

Contact
Dale Parsons
Phone
573-522-2324
Description
Radio Tower Erection, Civil Work, Foundation,
and Decommissions

2018 \$0.00
2017 \$0.00

YTD Activity
2021 \$1,448,365.62
2020 \$386,227.07
2019 \$0.00
2018 \$905,471.53
2017 \$783,291.08

Owner
City of O'Fallon
100 North Main Street
O'Fallon, MO 63366

Contact
Chris Clerex
Phone
636-379-5492
Description
Asphalt, Mill and Overlay, Concrete, Electrical

YTD Activity
2021 \$0.00
2020 \$23,364.56
2019 \$787,821.15
2018 \$0.00
2017 \$0.00

Owner
City of University City
6801 Delmar Blvd.
University City, MO 63130

Contact
Angelica Gutierrez
Phone
314-505-8568
Description
Asphalt, Concrete Full Depth Reclamation

YTD Activity
2021 \$88,168.04
2020 \$0.00
2019 \$0.00
2018 \$0.00
2017 \$724,753.62

Owner
City of Fenton
625 New Smizer Mill Road
Fenton, MO 63026

Contact
Dan Howard
Phone
636-343-2080
Description
Asphalt, Concrete

YTD Activity
2021 \$0.00
2020 \$0.00
2019 \$352,848.49
2018 \$0.00
2017 \$0.00

RESOLUTION NO: 22-33

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A TASK
ORDER WITH INTUITION & LOGIC TO PROVIDE STORM WATER
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 Task Order with Intuition & Logic to provide Engineering Design Services for June Dr. stormwater project.

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: _____

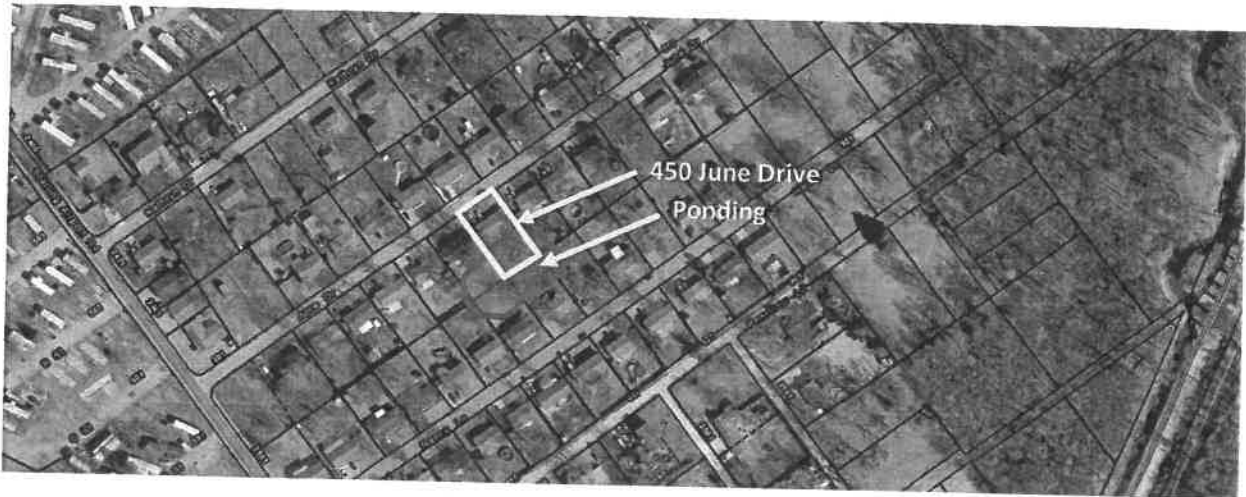
Monday, May 16, 2022

Arnold, MO

450 June Drive Stormwater Alternatives Analysis

Scope of Service

The purpose of the following scope of services is to evaluate stormwater ponding problems at 450 June Drive, develop practical solutions, coordinate with the City of Arnold (CITY) to select the best solution, and summarize the approach and results in a Stormwater Alternatives Analysis Memorandum.



1.0 Surveying

1.1 Boundary Data

Provide boundary data based on CITY and County records. Locate enough property corners to closely approximate boundary lines on the survey.

1.2 Topographic Survey

Provide limited topographic surveying as follows:

1.2.1 Stormwater inlets along June Dr and Starling Airport Rd tops and flowline

1.2.2 Water line on south side of June Dr

1.2.3 Sanitary Sewer tops and flowlines along June Drive

1.2.4 Spot elevations in ponding areas

1.2.5 Edge of pavement to define south edge of June and along Starling Airport Rd

1.2.6 Low sills on 450 June Dr, 457 Nancy Drive, and 451 Nancy Drive

2.0 Alternatives Analysis

I&L will evaluate the stormwater ponding and practical approaches to addressing the problem as follows:

2.1 Hydrologic Analysis

I&L will delineate drainage areas in GIS or AutoCAD and develop runoff volumes using the Rational Method.

2.2 Hydraulic Analysis

I&L will evaluate pipe options using Hydraflow Storm Sewer extensions in AutoCAD Civil 3D and open channel flow using Manning's Equation.

2.3 Develop Alternatives

I&L will develop alternative design approaches and evaluate the cost, disturbance, constructability, advantages, opportunities and challenges of each practical alternative.

2.4 Develop Schematic Quantities and Costs

I&L will develop schematic (order of magnitude) construction quantities based on GIS layouts for each practical alternative and costs based on local unit cost data.

2.5 Alternatives Analysis Review

I&L will meet with the CITY to review the alternatives and discuss each option until consensus is reached on the approved approach. I&L will be available to the CITY and as needed after the meeting to provide input into internal discussions as needed.

3.0 Alternatives Analysis Summary Memorandum

I&L will prepare a summary memorandum of the Stormwater Alternatives Analysis including recommended project approach, concept level GIS based exhibits, and calculations. The memo will be in PDF format and submitted to the CITY via email for review and comment.