Title of Bid: Crack Seal 2020

Dept.: Highway  Contact Person: John Lyons  Ext.: 6999

Description (product/service, justification and use):

This project consists of our annual crack sealing maintenance of County and Small City owned streets. This year an alternate bid was sought to include crack sealing of select locations at Smart Field.

The Highway Dept. has selected approximately 18 miles of County roads for maintenance, while Dardenne Prairie and Weldon Spring have contributed another 6 miles combined. Work at Smart Field will include approximately 4,400 lineal feet.

Funding for this project was approved within the 2020 Annual Budget on 12/18/2019. The Department budgeted $95,000.00 from the Crack Seal line item (see page 174) for County and small city roads. Approximately $20,000.00 will be reimbursed by the participating small cities. Estimated expenditure is $85,000.00 for 2020.

The Airport budgeted $20,000.00 from the Runway Improvements line item (page 368) for their work. Estimated expenditure is $3,500.00 for 2020.

Total estimated expenditure is $88,500.00 for 2020.

Award to: Sweetens Concrete Services, LLC  Location: 207 E Koenig Ave, Wentzville, MO 63385

Price: $88,347.75  Contract term (if applicable): 

Bid opening held on: 1/23/2020  Opened by: Finance

Account number to be charged for purchase: 201-9020-46663 & 551-9600-47460

If bid was not awarded to lowest bidder, please explain:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Bid #: 20-001

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price:</th>
<th>Price:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parking Lot Maintenance, LLC</td>
<td>8651 Highway N, Ste 176, Lake St. Louis, MO</td>
<td>Yes</td>
<td>$272,183.25</td>
<td></td>
</tr>
<tr>
<td>Innovative Roadway Solutions</td>
<td>Thayer, MO</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>NoCoat Sealing</td>
<td>Arnold, MO</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>M &amp; H Concrete</td>
<td>St. Peters, MO</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>McConnell &amp; Associates</td>
<td>St. Louis, MO</td>
<td>No</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each vendor that doesn't meet specifications, please explain why:

Vendor: ____________________________

Vendor: ____________________________

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

1/28/2020

Date

Approval of Concurrence of Director of Finance

2/12/20

Date

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $50,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date
### BASE BID ITEMS

<table>
<thead>
<tr>
<th>Description</th>
<th>Approx. Quant.</th>
<th>Sweetens Concrete Services, LLC</th>
<th>Parking Lot Maintenance, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing Concrete Streets with a width 30 feet or less (Including all preparation)</td>
<td>95,665 LF</td>
<td>$0.700</td>
<td>$1.350</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$66,965.50</td>
<td>$129,147.75</td>
</tr>
<tr>
<td>Crack Sealing Concrete Streets with a width 30 feet or more (Including all preparation)</td>
<td>22,465 LF</td>
<td>$0.800</td>
<td>$1.700</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$17,972.00</td>
<td>$38,190.50</td>
</tr>
<tr>
<td><strong>TOTAL BASE BID</strong></td>
<td></td>
<td>$84,937.50</td>
<td>$167,338.25</td>
</tr>
</tbody>
</table>

### ALTERNATE A BID ITEMS (Smartt Field)

<table>
<thead>
<tr>
<th>Description</th>
<th>Approx. Quant.</th>
<th>Unit Price</th>
<th>Cost</th>
<th>Unit Price</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing Runway 9/27 with a width of 75 feet and length of 1,720 linear feet (including all preparation)</td>
<td>1,720 L.F.</td>
<td>$0.800</td>
<td>$1,376.00</td>
<td>$21.00</td>
<td>$36,120.00</td>
</tr>
<tr>
<td>Crack Sealing Run-up pad with a width of 67 feet and length of 110 feet (including all preparation)</td>
<td>110 L.F.</td>
<td>$0.800</td>
<td>$88.00</td>
<td>$35.00</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>Crack Sealing Taxiway as shown on plan with a width of 35 feet and total combined length of 2,595 feet [including all preparation]</td>
<td>2,595 L.F.</td>
<td>$0.750</td>
<td>$1,946.25</td>
<td>$25.00</td>
<td>$64,875.00</td>
</tr>
<tr>
<td><strong>TOTAL BASE BID</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>ALTERNATE A TOTAL</strong></td>
<td></td>
<td>$3,410.25</td>
<td></td>
<td>$104,845.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL BASE BID + ALTERNATE A</strong></td>
<td></td>
<td>$88,347.75</td>
<td></td>
<td>$272,183.25</td>
<td></td>
</tr>
</tbody>
</table>

Crack Sealing Project

Suitable bid security in the amount $4,417.39 as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the County of St. Charles if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

This is a list of the responses received, and is provided for informational purposes only. This is not a Notice of Award.
MEMORANDUM

TO: Kurt Mandernach, Purchasing Manager
FROM: Karen Cutright
CC: Craig Tajkowski, County Engineer
     Nathan Tormala, Construction Manager
     Tom Reitz, Chief Inspector
     John Lyons, Highway Superintendent
RE: Bid #20-001 CS-20
    Sweetens Concrete Services, LLC
    Crack Seal 2020
    Contract Amount - $88,347.75

DATE: February 13, 2020

Kurt,

The Highway Department recently opened this bid for this project as part of our annual preventative maintenance program, and consists of crack sealing work on various County streets and City streets maintained under our Road Maintenance Agreements, along with some additional crack sealing work to be done on taxiways at the County Airport.

Work will be done on approximately 18 miles of County streets and various taxiways at Smartt Field, to be paid by the linear foot of centerline. This work was approved in the 2020 County budget for the Highway Department on Page 174, and for the Airport on Page 368.

Estimated expenditure is $77,754.55 in 2019, with approximately $75,800 for Highway (which is under the budgeted amount of $110,000) and $1,950 for Airport.

The following bids were received:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweetens Concrete Services, LLC</td>
<td>$88,347.75</td>
</tr>
<tr>
<td>Parking Lot Maintenance, LLC</td>
<td>$272,183.25</td>
</tr>
</tbody>
</table>

We recommend the approval of the low bid from Sweetens Concrete Services, LLC at the cost of $88,347.75.

The Request for Bid Approval and four original contracts for the referenced project are enclosed. If you are agreeable, kindly forward this to the County Executive’s office for approval. This is scheduled to be approved on the February 24, 2020 County Council Consent Agenda.

The Change Rider and original Certificate of Insurance and Payment / Performance Bonds are also attached for the contract you will keep. I retained copies of those items for our two original contracts when they are returned.

Please secure the remaining signatures and the Registrar’s attestation, and return two original contracts to me for our Contractor and our files.

Should you have any questions or need any further information, please advise.
TO: St. Charles County Highway Department  
301 North Third Street  
St. Charles, MO 63301

In response to the advertisement inviting proposals for all work incidental to the supplying of material and thorough cleaning, preparing, and sealing existing joints and cracks in concrete and asphalt pavements, curb line, and driveways of approximately 22.4 miles of streets and runways and taxiways at Smart Field to be paid by linear foot of centerline, in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

### BASE BID ITEMS

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPROX. QUAN.</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing Concrete Streets with a width less than 30 feet (Including all preparation)</td>
<td>95,665 LF</td>
<td>0.70</td>
<td>66,965.50</td>
</tr>
<tr>
<td>Crack Sealing Concrete Streets with a width of 30 feet or more (Including all preparation)</td>
<td>22,465 LF</td>
<td>0.80</td>
<td>17,972.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID** $84,937.50

### ALTERNATE BID ITEM A

(Stimfield)

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>APPROX. QUAN.</th>
<th>UNIT PRICE</th>
<th>COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crack Sealing Runway 9/27 with a width of 75 feet and length of 1,720 linear feet (including all preparation)</td>
<td>1,720 L.F.</td>
<td>0.90</td>
<td>1,548.00</td>
</tr>
<tr>
<td>Crack Sealing Run-Up pad with a width of 67 feet and length of 110 feet (including all preparation)</td>
<td>110 L.F.</td>
<td>0.80</td>
<td>88.00</td>
</tr>
<tr>
<td>Crack Sealing Taxiway as shown on plan with a width of 35 feet and total combined length of 2,595 feet (including all preparation)</td>
<td>2,595 L.F.</td>
<td>0.75</td>
<td>1946.25</td>
</tr>
</tbody>
</table>

**ALTERNATE A TOTAL** $3,410.25

**TOTAL BASE BID** $84,937.50

**TOTAL BASE BID + ALTERNATE A** $88,347.75

CRACK SEALING PROJECT

CS-20

PROP - 1
Suitable bid security in the amount of $500,000 Dollars ($500,000) as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the County of St. Charles if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

The undersigned has examined the plans and specifications for the project and has satisfied himself as to the work to be done and conditions under which it must be carried out.

The contractor shall not commence work prior to the date of written notice from the County Engineer to begin work and shall fully complete all work under this contract before December 4, 2020, the rate of progress and the time of completion being essential conditions of this contract. Notice to proceed expected to be March 2, 2020.

This proposal shall be equally binding to all heirs, administrators, executors, successors, and assigns.

FIRM NAME: SweeternConcreteServices, LLC
BY: Operations Manager
ADDRESS: 267 East Roening Ave.
Wentzville, MO 63385
TELEPHONE: 636-887-8838
DATE: 01/17/2020
Audit Clause for Contracts

Examination of Records

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

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: Sweetens Concrete Services, LLC
Business Address: 207 East Koenig Ave. Wentzville, MO 63385
Business Hours: 8AM - 10PM
Phone: 636-887-2382 FAX: 636-887-0120
Email address: cberendzen@sweetensconcrete.com
Contact Person: Cristin Berendzen

Authorized Signature: [Signature]
(Indicates acceptance of all bid terms and conditions)

Date: 01/17/2020

CRACK SEALING PROJECT
CS-20
PROP - 3
AFFIDAVIT OF WORK AUTHORIZATION

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now Aaron Sweeten (Name of Business Entity Authorized Representative) as Operations Manager (Position/Title) first being duly sworn on my oath, affirm Sweetens Concrete Services, LLC (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that Sweetens Concrete Services, LLC (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), 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.)

Authorized Representative's Signature: [Signature]

Title: Operations Manager

E-Mail Address: asweeten@sweetensconcrete.com

Subscribed and sworn to before me this 17th of January, 2020. I am commissioned as a notary public within the County of St. Charles, State of Missouri, and my commission expires on 1/25/2020.

Notary Public: [Signature]

Date: 01/17/2020

EXHIBITA

CRACK SEALING PROJECT
CS-20

PROP - 4

CRISTIN BERENDZEN
Notary Public - Notary Seal
STATE OF MISSOURI
Commissioned for St. Charles County
My Commission Expires: November 25, 2028
Commission # 12864826
ST. CHARLES COUNTY
DOMESTIC PRODUCTS PROCUREMENT ACT (BUY AMERICA)

The Missouri Domestic Products Procurement Act (34.350-34.359 RSMo) requires that for all bids with a value of $25,000 or more, the goods or commodities purchased by any public agency (which definition includes all political subdivisions of the State, including counties) or used or supplied in the construction, alteration, repair, or maintenance of any public works must be manufactured or produced in the United States. As defined in 34.350 RSMo, United States means the United States of America, the District of Columbia, and all territories and possessions subject to the jurisdiction of the United States. The law also requires that the bidder must provide proof of compliance. Note: In general, if an import tariff is applied to an item, it does not qualify for the Buy America preference. In addition, Most Favored Nation status does not allow application of the preference.

Section A—All Products Are Manufactured or Produced In U.S.
If all products bid qualify as domestic products under Missouri law, complete only Section A.

I hereby certify that all products qualify as domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME

If Section A is completed, do not complete Section B.

Section B—Only One Product Line or No Products Are Manufactured or Produced in U.S.
If only one product line or no products are manufactured or produced in the U.S. complete only section B.

I hereby certify that there is only one product line or no product manufactured or produced in the U.S., that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME: Sweetens Concrete Services, LLC

Section C—Products May Qualify Because of Qualifying Treaty
If some or all products bid qualify for domestic status because of a trade treaty, etc., then the bidder must identify each product, country and qualifying treaty, etc. below. The bidder must list ALL products which are or may qualify as domestic below. If more space is needed, please copy this form and submit as an attachment.

<table>
<thead>
<tr>
<th>BID ITEM NUMBER(S)</th>
<th>COUNTRY WHERE MANUFACTURED OR PRODUCED</th>
<th>QUALIFYING TREATY, LAW, AGREEMENT, OR REGULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

SECTION C
I hereby certify that the specific items listed above are domestic, that the information provided is true and correct, and complies with all provisions of Sections 34.350-34.359 RSMo. I understand that any misrepresentation herein constitutes the commission of a class A misdemeanor pursuant to Section 34.355 of the Revised Statutes of Missouri.

SIGNATURE

COMPANY NAME:

ANTI-COLLUSION STATEMENT

CRACK SEALING PROJECT
CS-20
PROP - 5
STATE OF MISSOURI
CITY/COUNTY OF St. Charles

Aaron Sweezen
being first duly sworn, deposes and says that he is
Operations Manager
Title of Person Signing of
Sweetens Concrete Services, LLC
Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY ____________________________

BY ____________________________

BY ____________________________

SWORN to before me this 17 day of January 2020

My Commission Expires 11/25/2020

CRISTIN BERENDZEN
Notary Public
CRACK SEALING PROJECT
CS-20
PROP - 6
CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED:

Contractor: Sweetens Concrete Services, LLC

By: [Signature]

Date: 01/17/2020
CONTRACT AGREEMENT
CRACK SEALING PROJECT CS-20
IFB 20-001

This Agreement, made between SWEETENS CONCRETE SERVICE, LLC hereinafter called the Contractor, and the County of St. Charles, hereinafter called the County, for consideration in the amount of EIGHTY-EIGHT THOUSAND, THREE HUNDRED FOURTY-SEVEN AND 75/100 ($88,347.75), agree as follows:

ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the County Engineer to begin work on March 2, 2020 and shall fully complete all work under this contract before December 4, 2020. No work will be performed between the dates of May 23, 2020 and September 7, 2020 without prior written permission from the County Engineer’s office. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged for failure to complete within the allotted time at the rate of three hundred ($300.00) dollars per day for each calendar day until the job is completed, accepted, and approved by the Engineer.

ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The County shall pay the contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed.

Retainage shall be administered in accordance with Section 109.9 of the St. Charles County Standard Specifications for Arterial Highway Construction 2006.

Retainage, as defined per the, St. Charles County Standard Specifications for Arterial Highway Construction 2006. shall be further administered in accordance with RSMo 34.057, which is included in its entirety for informational purposes as follows:

34.057 RSMo

Nothing in this section shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a
subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

**ARTICLE 4. GUARANTEE:**

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the County that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five days after receipt of written notice, then the County shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

**ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:**

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the County Engineer within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the contractor along with the final lien waivers. This estimate shall be based on tons of asphalt placed and square yards of milling, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

**ARTICLE 6. THE CONTRACT DOCUMENTS:**

The Advertisement for Bids, Information for Bidders, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

**ARTICLE 7. SAFETY PROGRAM TRAINING REQUIREMENT:**

The contractor to whom the contract is awarded and any subcontractor under such contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The contractor shall forfeit as a penalty to the County two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.
ARTICLE 8. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

Examination of Records

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

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the County this _____ day of ____________, 20__.

Executed by the Contractor this __________ day of January, 2020

CONTRACTOR SWEETENS CONCRETE SERVICES, LLC ST. CHARLES COUNTY, MISSOURI

BY ____________________________ ____________________________
TITLE Operations Mgr. COUNTY EXECUTIVE
ATTEST ____________________________
ATTEST ____________________________

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

Robert Schnur, DIRECTOR OF FINANCE

CRACK SEALING PROJECT
CS-20

CA - 3
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned Sweetens Concrete Services, LLC of 207 E Koenig St., Wentzville, MO 63385 (firm)

* X (corporation, duly authorized by law to do business as a construction partnership)

contractor in the State of Missouri, and West Bend Mutual Insurance Company of 1900 S. 18th Ave., West Bend, WI 53095 (hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of the State of Missouri, are held and firmly bound unto the St. Charles County, (hereinafter called the "County"), in the penal sum of Eighty Eight Thousand Three Hundred Forty Seven AND 75/100 Dollars ($ 88,347.75).

lawful money of the United States, for the payment of which to be made unto said County, we bind ourselves, our heirs, executors' administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the 1st day of January 2020, the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said County for the construction of:

Crack Sealing Project CS-20


NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction of such work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void. Otherwise it shall remain in full force and effect, and may be called on for the use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.
Every Surety on this bond shall be deemed and held, any contractor on the contrary notwithstanding, to consent without notice.

a) To the extension of time to the contractor in which to perform the contract
b) To changes in the plans, specifications, amount of work or contract.
c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the County at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in 1 original counterparts as of the 1st day of January, 20__.

*Line out the inapplicable designation.

SWEETENS CONCRETE SERVICES, LLC
Principal (SEAL)

BY

WEST BEND MUTUAL INSURANCE COMPANY
Attorney-in-fact

CRACK SEALING PROJECT
CS-20

PB - 2
PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, Sweetens Concrete Services, LLC, Principal and Address
207 E Koenig St., Wentzville, MO 63385, as Principal, and West Bend Mutual Insurance Company, Surety and Address
1900 S. 18th Ave., West Bend, WI 53095

as Surety, are held and firmly bond unto the County of St. Charles, Missouri, hereinafter called Obligee, in the amount of $88,347.75, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for Crack Sealing Project CS-20; and

WHEREAS, the Obligee requires the Principal enter into a surety bond satisfying the terms of Section 107.170 R.S. Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment, or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S. Mo.

Signed and sealed this 1st day of January, 2020.

BY: [Signature]
PRINCIPAL

BY: Jamie Briggs
SURETY
Attorney-in-fact

CRACK SEALING PROJECT
CS-20

PMB - 1
POWER OF ATTORNEY

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

Jamie Briggs

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

Ten Million Dollars ($10,000,000)

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

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

I witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereeto duly attested by its secretary this 22nd day of September, 2017.

Attest
Christopher C. Zwygart
Secretary

Kevin A. Steinert
Chief Executive Officer/President

State of Wisconsin
County of Washington

In the 22nd day of September, 2017, before me personally came Kevin A. Steinert, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, a corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the said seal fixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

Julia A. Benedum
Senior Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

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

Signed and sealed at West Bend, Wisconsin this 15th day of January, 2020.

Heather Dunn
Vice President – Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

1900 S. 18th Ave, West Bend, WI 53095  |  ph (262) 344.6400  |  1.800.376.5040  |  fax (262) 310.1320  |  wwww.nsiins.com
State of Missouri

County of St. Charles

On this 1st day of January, 2020 before me, Laverne S. Brittan, a Notary Public in and for the said County of St. Charles, State of Missouri, residing therein, duly commissioned and sworn, personally appeared Jamie Briggs, known to me to be the Attorney-in-Fact of West Bend Mutual Insurance Company, the corporation that executed the written instrument.

Laverne S. Brittan
Notary Public in and for the County of St. Charles, State of Missouri. My Commission Expires on November 8, 2022
# Certificate of Liability Insurance

**Producer:**
St. Charles Insurance Agency
12647 Olive Blvd.
Suite 400
Creve Coeur, MO 63141

**Insured:**
Sweetens Concrete Services, LLC
207 E. Keenig
Wentzville, MO 63385

**Certificate Number:**

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<th>Coverages</th>
<th>Certificate Number:</th>
<th>Revision Number:</th>
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<td>X COMMERCIAL GENERAL LIABILITY</td>
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<td>WORKERS COMPENSATION AND EMPLOYER LIABILITY</td>
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**Policy Details:**

- **Policy Number:**
  - A3263176: 1/30/2020 - 1/30/2021
  - CU 3263178: 1/30/2020 - 1/30/2021
  - WC3263177: 1/30/2020 - 1/30/2021
  - CP 3263175: 1/30/2020 - 1/30/2021

- **Limits:**
  - EACH OCCURRENCE: $2,000,000
  - MED EXP: (Any one person) $10,000
  - TOTAL EXCESS LIABILITY: $2,000,000

**Certificate Holder:**
St. Charles County, Missouri
Highway Department
Attn: Craig Tjaskowski
301 North Third Street
Saint Charles, MO 63301

**Cancelling Agent:**
Doug S. Cline

**Date:**
1/30/2020

ADDITIONAL FIELD:
- **Additional Endorsement:**
  - **Endorsement:**
  - **Description:**

**Notes:**
- **Description of Operations:**
  - **Location:**
  - **Vehicles:**

**Producers:**
- **Name:**
- **Address:**

**Insurers:**
- **Name:**
- **Address:**

**Contact:**
- **Name:**
- **Phone:**
- **Fax:**

**Important:**
If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Coverage:**
- **Commercial General Liability:**
  - Claims-Made
  - Occurrence

**Provisions:**
- **Additional Endorsement:**
  - **Endorsement:**
  - **Description:**

**Signatures:**
- **Authorized to Sign:**

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