



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

NOTICE OF A SPECIAL MEETING

Public notice is hereby given that a Special Meeting of the Board of Aldermen of the City of Salem, Missouri, will be held at the City Hall Council Chambers, 202 N. Washington, in the City of Salem, Missouri on Tuesday, September 20th, 2022, at 6:00 P.M. to consider the following:

1. Call To Order
2. Roll Call
3. Resignation of City Treasurer
4. Appointment of Aldermen
5. Oath of office for Aldermen
6. Appointment of City Treasurer
7. Oath of office for City Treasurer
8. Demolition Program Bid Approval
9. Reading of Bills and Ordinances
 - a) Resolution No. 26-2022
 - b) Resolution No. 27-2022
 - c) Resolution No. 28-2022
 - d) Resolution No. 29-2022
 - e) Resolution No. 30-2022
10. Live trap rental agreement
11. Adjournment

Meeting Called By: Mayor Greg Parker

09/19/2022

CONSENT TO MEETING

We, the undersigned, being all the members of the Board of Aldermen of the City of Salem, Missouri, hereby accept service of the foregoing notice, waiving any and all irregularities in such service and in such notice, and consent and agree that said Board of Aldermen shall meet at the time and place therein specified and for the purpose therein stated.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Tod Kinerk
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

TEMPORARY CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown

Members, Board of Aldermen

MAYOR
Greg Parker

ALDERMEN

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September 14, 2022

To whom it may concern,

I Erica Sheppard would like to step down from being City Treasurer in the event that at the September 15th, 2022 Board of Aldermen meeting I will be appointed Assistant City Clerk effective at the time of appointment.

Thank you,

Erica Sheppard
Administrative Assistant and City Treasurer
City of Salem, Missouri

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Staff Summary Report

MEETING DATE:	September 20, 2022
AGENDA ITEM:	Demolition Program Approval
AGENDA TITLE:	Voluntary Residential Demolition Program - Bids

ACTION REQUESTED BY:	Economic Development Director
ACTIONS REQUESTED:	Approval of Demolition Bids
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The Board of Aldermen approved the Voluntary Residential Demolition Program at the January 18, 2021, Board meeting. There are four private residential property owners who have requested to be participants in the program.

PROCUREMENT

Request for Bids were advertised in The Salem News and available on our website. Bids were due to the City Clerk 9/8/2022 by 5 pm and were opened 9/9/2022 at 10 am. 3 bids were received.

FISCAL IMPACTS

A \$60,000 Capital Improvement line item: 301-510-71100 Dangerous Structure Remediation was included in the 2023 FY Budget.
If approved, upon completion of the work, a total of \$20,000.00 will be expensed to line item 301-510-71100 Dangerous Structure Remediation as noted above. There have been no expenses charged to this line item this FY.

SUPPORT DOCUMENTS:	1. Bid Specifications
	2. Bid Documents:
	a. Godi's Excavation, LLC
	b. Tubbs and Son Construction
	c. Cahill's Construction Inc.
	3. Bid Tabulations

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Bid from Cahill's Construction, Inc. in the amount of \$20,000 based upon being the lowest bid; and reject the bids from Godi's Excavation, LLC and Tubbs and Son Construction.



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2022 – 1: Salem Voluntary Residential Demolition Project

Request for bid to demolish structures.

Property 1: 501 S. Askins St., single story structure, with an undetermined substructure, separate cellar and shed

Property 2: 1002 W. Coffman St., single story structure, outbuilding and cistern

Property 3: 502 W. Dillon St., single story structure

Property 4: 803 E. Hunt St., 2 story structure

Section 1: Basics

1. Bids due in the office of the City Clerk, 400 N. Iron St, Salem, MO 65560, Thursday, September 8, 2022 by 5:00 pm
2. If you have not worked for the City of Salem previously, include three references.
3. Must have a Contractor's license with the City of Salem or be able to secure such license prior to award of bid.
4. Insurance - Contractor agrees to provide and keep in full force and effect the following insurance coverages in the following amounts:
 - 4.1.1 Workers Compensation and Employees Liability. For Employers' Liability \$500,000 each employee, \$500,000 each accident and \$500,000 policy. Workers Compensation coverage must meet the Statutory Employers Liability (per accident) limit of \$100,000.
 - 4.1.2 General Liability. Comprehensive Form General Liability with a broadening endorsement to include: For bodily injury and property damage must have combined single limit of \$200,000 per person and \$1,000,000 per occurrence.
 - 4.1.3 All coverage provided by the Contractor shall be primary coverage as the City. The City and its governing body, officials, employees, agents and volunteers shall be covered and named as insured under Contractor's general liability coverage.
5. Must provide bid cost breakdowns by property.
6. Must provide a general timeline for completion of project.
7. Contract will be awarded for all four properties to one contractor.
8. Contractor is expected to be knowledgeable of issues and regulations related to potential hazardous residential construction materials and the disposal thereof. Contractor must exhibit such knowledge in the bid response.
9. Reseeding of all lots and disturbed soils is required.
10. Bids received that do not meet all the criteria above, will not be considered.
11. Selected contractor will be responsible for securing a demolition permit from the City of Salem for each property.

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Kala Sisco

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PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Ray Walden

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown



12. To be eligible to bid on future City of Salem Voluntary Residential Demolition Program projects, a successful bidder must have substantially completed any prior demolition projects with the City and met all requirements of such projects to a satisfactory manner as determined by the Director of Economic Development, Public Works Director and City Building Inspector.

Section 2: Demolition

Bid shall be for complete removal of structure, slab, foundations, and footers, capping the sewer (mark location with white pipe) and water service lines.

All debris shall be disposed of according to DNR regulations in an approved landfill and dumping tickets (proof of disposal) provided to the city.

2.1 - Demolition and Removal:

This work shall consist of demolishing, removing, and disposing of all structures and improvements within the construction limits unless included in Special Provisions as listed with each property address at the beginning of this document. This work shall apply to all structures and improvements, whether on, above or below the surface of the ground or sub-grade. Demolition and removal shall include but not be limited to items such as buildings, drainage structures, pipes, pavements, fences and retaining walls located on private property.

2.2 - Trees:

Vegetable growth 6 inches (15.24cm) in diameter and larger, measured 3 feet (91.44cm) above ground shall be classified as a tree. Trees shall be removed if they interfere with demolition of identified structures.

2.3 - Brush:

Vegetable growth less than 6 inches (15.24cm) in diameter, measured 3 feet (91.44cm) above ground shall be classified as brush. Brush shall be removed if they interfere with demolition of identified structures.

2.4 - Embankment or backfill is defined as the placing and compacting of material in the construction area to the lines and grades approved by the City Building Inspector.

1. Unsuitable material is defined as muck, frozen material, organic material, topsoil, rubbish, and rock with a maximum dimension greater than 24 inches (60.96cm).
2. Suitable material is defined as entirely imperishable with that portion passing the No. 40 (425mm) Sieve having a liquid limit not exceeding 40 and a plastic index not exceeding 25, when tested in accordance with ASTM D-423 and D-424, respectively.

2.5 - Rock Embankment:

Material for rock embankment shall be free of unsuitable material and shall contain, by volume, greater than 10 percent rock or gravel having a maximum dimension greater than 3 inches (7.62cm) but not greater than 24 inches (60.96cm).

2.6 - Earth Embankment:

Material for earth embankment shall be free of unsuitable material and shall, contain by volume, less than 10 percent rock or gravel having a maximum dimension greater than 3 inches (7.62cm).

2.7 - Structures as used herein refer to bridges, culverts, storm sewer and/or sanitary appurtenances, retaining walls and similar construction.



2.8 - Property lot corners and Control Monuments:

It shall be the responsibility of the Contractor to protect all property lot corners and control monument(s). Should it be necessary to disturb any such monument, whether stake, pin, bar, disk, box, or other, it remains the responsibility of the Contractor to reference such markers prior to removal, reset them, and file such relocations or monument(s) as the law may require. Any such references, removal, replacement, and certification of monuments shall be performed by a registered licensed surveyor. A copy of all such certification documents shall be provided to the Engineer prior to final payment. Any monument destroyed or improperly reset by the Contractor may be replaced by the Engineer to the standards required by law at the expense of the Contractor.

Section 3: Backfilling and Grade

3.1 Grading, excavation, and backfilling for all improvements, shall be made to the lines, grades, and cross sections approved by the City building Inspector or to existing grade.

3.2 In addition, to any erosion control measures required by the city, the Contractor shall schedule and conduct his operation in such a manner and shall provide any necessary control facilities to protect downstream and adjacent properties from pollution, sedimentation, or erosion caused by the grading operations. Any pollution or damage occurring shall be the responsibility of the Contractor.

During construction, the graded area shall be maintained by the Contractor in such condition that it will be well drained at all times. Roadway ditches, channel changes, inlet and outlet ditches and other ditches in connection with the roadway shall be cut and maintained to the required cross section. All drainage work shall be performed in proper sequence with other operations. All ditches and channels shall be kept free of debris or obstructions.

3.3 Cleanup:

Cleanup shall follow the work progressively and final clean-up shall follow immediately behind the finishing. The contractor shall remove from the site of the work all equipment, tools and discarded materials, and other construction items. The entire right-of-way or easement shall be left in a finished and neat condition. Cleanup shall be considered as incidental to the completion of grading work.

3.4 Grubbing:

Grubbing shall consist of removing and disposing of all vegetable matter such as stumps, roots, buried trees and brush encountered below the surface of the ground or sub-grade, whichever is lower, which have not been included in "Clearing".

When deleterious materials are encountered below ground line which may be detrimental to the proposed improvement, these shall be removed to a depth necessary to provide adequate support for the proposed improvement.

3.5 Finishing:

In areas where sodding or seeding is proposed, the upper 12 inches (30.48cm) of the surface area shall be earth material. The top 6 inches (15.24cm) shall be suitable for sustaining grass. The graded surface shall be made free of rock, concrete, and brick, or fragments thereof, or rubbish and shall be finished to the lines, grades, and cross section approved by the City Inspector. The Contractor shall repair any damaged surface and shall not use any finishing equipment that will leave a marred surface.



3.6 Surface grade:

A. After demolition, excavation and backfilling activities have been completed, all disturbed surfaces shall be rough graded, prior to surface restoration, to leave no ruts, pits, piles, or ridges. If fill is required, the Contractor shall be responsible for settlement of fill over any fill areas and shall be required to repair any voids or holes that appear for a period of one year after final acceptance of work by the OWNER, at the Contractor's own expense. The cost for fill for surface grading is incidental to the project. The top of the fill shall be 6 inches below the final grade to accommodate topsoil.

B. The Contractor shall place 6 inches of topsoil throughout the site, seed a sunny grass mix approved by the OWNER, and mulch. The topsoil shall be free of stones, stumps, lumps, and similar objects larger than 2-inches in diameter and shall be raked out.

C. Finish grade shall match the pre-work grade at the off-site areas and the perimeter of the site. Grading shall be conducted as directed by the Owner/Professional.

3.7 All impacted area by site activities, including pavements; roads, vegetation, and all other disturbed or altered structures/features shall be restored to pre-work condition.

3.8 All work will be inspected and approved by City staff before back filling with final inspection conducted after final grading, seeding, and mulching is complete.

Section 4: Public Property

4.1 Public Right-of-Ways:

The entire right-of-way or easement shall be left in a finished and neat condition. Cleanup shall be considered as incidental to the completion of grading work. During construction, the graded area shall be maintained by the Contractor in such condition that it will be well drained at all times. Roadway ditches, channel changes, inlet and outlet ditches and other ditches in connection with the roadway shall be cut and maintained to the required cross section. All drainage work shall be performed in proper sequence with other operations. All ditches and channels shall be kept free of debris or obstructions.

Finish grade shall match the pre-work grade at the off-site areas and the perimeter of the site. Grading shall be conducted as directed by the Owner/Professional.

All impacted area by site activities, including pavements; roads, vegetation, and all other disturbed or altered structures/features shall be restored to pre-work condition.

4.2 Compacting:

Before placing any controlled access or public sidewalk, the surface of the existing ground shall be prepared as heretofore specified, moistened as required, and the top 6 inches (15.24cm) compacted to a density of 90 percent as prescribed by the following paragraph:

All embankments shall be compacted to a density of at least 90 percent of the maximum density for the material used as determined by ASTM D-698 and within a tolerance of minus 3 percent and plus 2 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve obtained. In addition to the above required compaction, the sub-grade between lines 1 foot (30.48cm) outside of the curbs and within the top 6 inches (15.24cm) of the sub-grade shall be compacted to a density of at least 95 percent of the maximum density for material used as determined by ASTM D-698 and with a tolerance of



minus 3 percent and plus 2 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve obtained.

4.3 Public Sidewalks:

At the direction of the Public Works Director, any sidewalk and or controlled access damaged during the project will be the responsibility of the contractor. The "Public" sidewalk shall be repaired or replaced to current ADA standards.

Direct any questions to Sally Burbridge, Economic Development Director, City of Salem, economic@salem-mo.com or 573-729-2428.

This document, published on August 19, 2022, supersedes all previous versions, and contains all amendments and edits.



Missouri Certified WBE & WOSB

PROPOSAL SUBMITTED TO

DATE 9/8/2022

City of Salem, MO
400 N. Iron

JOB NAME

4 Residential Property Demos

PHONE: 573-729-4811

EMAIL:

EMAIL:

JOB LOCATION

Salem, MO 65560

We hereby submit proposal estimates for:

DESCRIPTION	AMOUNT
501 S. Askins St. Demo, haul off, grading seeding. Days to complete 7	\$5,000.00
1002 W Coffman St. Demo, haul off, grading seeding. Days to complete 7	\$5,000.00
502 W. Dillion St. Demo, haul off, grading seeding. Days to complete 7	\$5,000.00
803 E. Hunt St. Demo, haul off, grading seeding. Days to complete 7	\$5,000.00
<hr/>	
TOTAL	\$20,000.00
<hr/>	
<i>Twenty thousand dollars</i>	

Authorized Signature

Date

Note: This proposal may be withdrawn by us if not
accepted with in thirty days.

Cahills Construction, Inc.

Corporate Office
1420-B East State Hwy 72
Rolla, MO 65401
Ph: 573-426-5305
Fax: 573-362-3562

Construction Office
604 South Park Street
Salem, MO 65560
Ph: 573-729-4119

www.cahillsconstruction.com

Economic

From: Anita Krueger < bids@cahillsconstruction.com >
Sent: Friday, September 9, 2022 10:50 AM
To: Economic
Cc: Tonie Cahill
Subject: RE: Demolition of 4 residential properties

yes

From: Economic <economic@salemмо.com>
Sent: Friday, September 9, 2022 10:49 AM
To: Anita Krueger < bids@cahillsconstruction.com >
Subject: RE: Demolition of 4 residential properties

Anita,

I have a question regarding your bid for the Demolition project:

Does the bid include the cost of backfill of the lots after removal of structures and debris?

A quick response would be appreciated so that we may move this project forward.

Thank you!

Sally Burbridge

TEMPORARY CITY ADMINISTRATOR/
ECONOMIC DEVELOPMENT DIRECTOR



CITY OF SALEM | DENT COUNTY

City of Salem, 400 N. Iron St., Salem, MO 65560

O 573-729-2428 C 573-453-6871

www.salemмо.com

Please take a couple of minutes and take an internet Speed Test!

Anywhere in the state of Missouri – [MO Broadband Rail Test](#)

Delta Region of Missouri – [Delta Broadband Mapping Project](#)

From: Anita Krueger < bids@cahillsconstruction.com >
Sent: Friday, September 9, 2022 7:35 AM
To: Economic <economic@salemмо.com>
Cc: Tonie Cahill < toniecahill@cahillsconstruction.com >
Subject: RE: Demolition of 4 residential properties

Please let me know if you have any questions.

Sally Burbridge

DIRECTOR



ECONOMIC DEVELOPMENT

CITY OF SALEM | DENT COUNTY

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Please take a couple of minutes and take an internet Speed Test!

Anywhere in the state of Missouri – [MO Broadband Rail Test](#)

Delta Region of Missouri – [Delta Broadband Mapping Project](#)

From: Economic

Sent: Tuesday, August 16, 2022 12:09 PM

To: Anita Krueger <bids@cahillsconstruction.com>

Subject: RE: Demolition of 4 residential properties

Hello Anita,

Please see the attached document. Bids are due September 8, 2022 by 5 pm. Bid opening is at 10 am, September 9, 2022 at the Old City Hall Council Chambers, 202 N. Washington St., Salem, MO 65560.

Let me know if you have questions!

Respectfully,

Sally Burbridge

DIRECTOR



ECONOMIC DEVELOPMENT

CITY OF SALEM | DENT COUNTY

City of Salem, 400 N. Iron St., Salem, MO 65560

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Please take a couple of minutes and take an internet Speed Test!

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # CAHILL9-8-22

KNOW ALL MEN BY THESE PRESENTS, that we

CAHILLS CONSTRUCTION, INC.

1420 East State Highway 72 Rolla, MO 65401

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company

One Bala Plaza Suite 100 Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the State of PA as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Salem

400 N Iron St Salem, MO 65560

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**-----Dollars 5.00%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

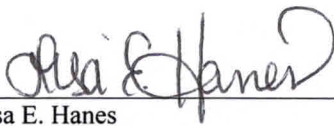
#2022-1; Demolition of 4 Residential Structures - Demo, Excavation, Haul Off, Grading, Seed and Straw

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **8th** day of **September, 2022.**


(Witness)


(Witness) Lisa E. Hanes

CAHILLS CONSTRUCTION, INC.

(Principal)

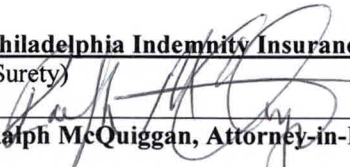
(Title)

(Seal)

Philadelphia Indemnity Insurance Company

(Surety)

(Seal)


Ralph McQuiggan, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN

INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Holly Johnson, Lindsay Offermann, Ralph McQuiggan, Robert Green and Stephen McQuiggan of Assurance Brokers, Ltd., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

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 **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney 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 to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

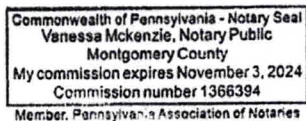


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

Vanessa McKenzie



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of September, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

State of Illinois
County of Madison

On this 8th day of, September 2022 before me, Holly V Johnson, a Notary Public within and for the above mentioned county, personally appeared **Ralph McQuiggan**, to me personally known, whom being by me duly sworn he is an **Attorney-In-Fact** of:

Accredited Surety and Casualty Company, Inc.
Alleghany Casualty Company
AMCO Insurance Company
American Contractors Indemnity Company
Berkley Insurance Company
Contractors Bonding and Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Company
Granite Re, Inc.
Hartford Casualty Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Philadelphia Indemnity Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western National Mutual Insurance Company
Western Surety Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Ralph McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

By: **Holly V Johnson**
Notary Public

Official Seal
Holly V Johnson
Notary Public, State of Illinois
My Commission Expires **January 30, 2025**



CAHIL-2

OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2022

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

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

PRODUCER Assurance Brokers Ltd. 2236 Mason Lane Ballwin, MO 63021	314-821-6560	CONTACT NAME: Ralph McQuiggan PHONE (A/C, No, Ext): 314-821-6560 FAX (A/C, No): 314-821-5779 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Valley Forge Insurance		
INSURER B: Continental Insurance Company		35289
INSURER C: Travelers Prop Cas Co of Amer		25674
INSURER D:		
INSURER E: Underwriters at Lloyds London		15792
INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			7018261768	02/24/2022	02/24/2023	EACH OCCURRENCE \$ 1,000,000
E	<input checked="" type="checkbox"/> Pollution Liab			ANE4717912 22	02/24/2022	02/24/2023	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
E	<input checked="" type="checkbox"/> E&O Professional			ANE4717912 22	02/24/2022	02/24/2023	MED EXP (Any one person) \$ 12,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 1,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							GENERAL AGGREGATE \$ 2,000,000
OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
							Poll/E&O \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7018261771	02/24/2022	02/24/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			7018261754	02/24/2022	02/24/2023	EACH OCCURRENCE \$ 3,000,000
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							AGGREGATE \$ 3,000,000
							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7018261785	02/24/2022	02/24/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	EQUIP & PROP			7018261768	02/24/2022	02/24/2023	Lease/Rent 347,203
C	Builders Risk			QT-660-4310B740-TIL-21	11/16/2021	11/16/2022	Limit 2,500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATIONAL & BIDDING PURPOSES

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATIONAL AND BIDDING PURPOSES	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Ralph McQuiggan</i>

Project Currently Under Construction			Percent Complete		
Project	Owner	Address	Phone Number	Contract Amount	
State Tech Utility Technician Center Phase B	State Tech	One Technology Drive Limn, MO 65051	573-897-5000	\$ 4,350,000.00	
New Animal Shelter Phase 1	City of Rolla	901 N. Elm St. Rolla, MO 65401	573-426-6948	\$ 465,000.00	
Complete Car Care	Complete Collision	787 State Hwy. Z St. Robert, MO 65584	573-451-3042	\$ 605,000.00	
Four Rivers Community Health Services	Four River Community Health Services	no address yet St. Robert, MO 65584	855-581-7930	\$ 3,000,000.00	
USDA Forestry Services 10 year blanket	USDA Forest Service CSA East 13	4 Farm Colony Drive Warren, PA 16365	814-728-6242	undetermined	
Curators for the University of Missouri MS & T Medium Voltage Research Lab	Curators of the University of Missouri	901 Facilities Ave. Rolla, MO 65401	573-341-4207	\$ 977,000.00	
Water System Improvements Bennett Springs State Park	State of Missouri Office of Administration	301 West High St. Jefferson City, MO 65102	573-751-3339	\$ 671,000.00	
Partial List of Projects Completed within last 12 years					
Project	Owner	Address	Phone Number	Contract Amount	Date Complete
McAlister's Deli Rolla	Turnkey Contractors	Kingshighway Rolla, MO 65401	573-772-5058	\$ 1,034,000.00	July-22
YCHC Design Build Addition	YCHC	1081 E. 18th Street Rolla, MO 65401	573-426-4455	\$ 2,100,000.00	July-22
Curators for the University of Missouri MS&T 1600 N Pine Demo	Curators of the University of Missouri	901 Facilities Ave. Rolla, MO 65401	573-341-4207	\$ 31,000.00	June-22
Ft. Leonard Wood Housing Demolition	Trigen Solutions	Fort Leonard Wood, MO 65473	703-991-4900	\$ 475,000.00	June-22
Douphann Early Headstart Renovation	South Central MO Action Agency	1 Hospital Dr. Douphann, MO 63935	573-325-4255	\$ 1,050,000.00	July-22
Parker Fine Arts Renovation	Waynesville School District	200 Fleetwood Drive Waynesville, MO 65583	573-842-2097	\$ 3,083,338.00	June-22
Kingsford Belle Combined Control Room	Cloxx Services	21200 Maries Rd 314 Belle, MO 65013	925-487-4176	\$ 511,000.00	June-22
AG-Stem Building	Crawford County R-1 School District	1444 Old Highway 66 Bourbon, MO 65441	573-732-5615	\$ 1,705,700.00	October-21
St. Patrick's Hall & Classroom Renovation/Design Build	St. Patrick's Church	17 St. Patrick's Lane Rolla, MO 65401	573-364-1435	\$ 39,000.00	August-21
Cabin #1 and Wash House	Sherwood Forest Camp	2708 Sutton Blvd St. Louis, MO 63143	314-853-2763	\$ 489,500.00	June-21
Ike Skelton Renovate Paint/Blast Booth & Solar Array	State of Missouri, OA	301 West High Street Jefferson City, MO	573-751-7831	\$ 2,461,399.00	June-21
FTW Demolition	U.S. Army, Fort Leonard Wood, MO	Various, Ft. Leonard Wood, MO	432-940-5358	\$ 465,000.00	January-20
Houston Bath House Renovation	City of Houston MO - Heather Spangler	601 S. Grand Ave Houston, MO 65483	417-967-3348	\$ 650,000.00	January-00
YCHC Dental Clinic Renovations	YCHC	1081 E. 18th Street Rolla, MO 65401	573-426-4455	\$ 216,488.00	February-21
Kenneth E Cowan Civic Center Renovation	City of Lebanon - Jessica Matheis	401 Jefferson Street Lebanon, MO	417-991-3911	\$ 1,014,769.00	December-20
DNA Lab Expansion MSHP Generalist HQ	State of Missouri, OA - Dale Cassmeyer	301 West High Street Jefferson City, MO	573-301-8755	\$ 2,523,186.00	October-20
S&T Advanced Construction and Materials Lab	Missouri S&T - Amy Willett	120 General Service Building Rolla, MO	573-341-7619	\$ 5,780,000.00	August-20
Salem Memorial District Hospital Window Replacement	Salem Memorial District Hospital	35629 Highway 72 Salem, MO	417-862-0558	\$ 227,778.00	August-20
Salem Community Center at The Armory	Salem Community Center - Sherry Lee	1200 West Rolla Street Saline, MO	573-729-8063	\$ 751,500.00	January-20
Washington State Park Campground Water System	State of Missouri, OA	730 Truman Bldg. 301 W High Street Jefferson City, MO	573-751-2440	\$ 397,397.11	August-19
St. Robert Collision Center	St. Robert Collision Center - Jim Smith	787 Hwy Z St. Robert, MO	573-578-9666	\$ 440,000.00	August-19
New Fox High School Press Box	Fox C-6 School District	745 Jelfco Blvd Arnold, MO	636-296-8000	\$ 289,400.00	July-19
Festus Firehouse Remodel	City of Festus, Fire Dept	711 West Main Street Festus, MO	636-937-4694	\$ 170,337.00	May-19
Sherwood Forest Design/Build Project	Sherwood Forest Health Lodge - Addie Bond	2708 Sutton Blvd St. Louis, MO	314-269-4495	\$ 487,000.00	April-19
Lebanon Freezer Addition	Lebanon R-3 School District	224 West Commercial Street Lebanon, MO	417-657-6001	\$ 421,000.00	January-19
New Gymnasium	First Baptist Church	101 North McArthur Street Salem, MO	573-729-4863	\$ 425,000.00	December-18
Steelville City Hall ADA Improvement	City of Steelville	895 Frisco Street PO M Steelville, MO	573-775-2815	\$ 297,172.00	September-18
Conway FEMA Safe Room and Kitchen Additions	Laclede County R-1 School District	726 West Jefferson Ave Conway, MO	417-589-2171	\$ 2,687,616.00	August-18
Norwood Renovation	Missouri Department of Conservation	2901 West Truman Blvd. Jefferson City, MO	573-751-4115	\$ 487,200.00	April-18
Mountain Lodge Renovation	State of Missouri	730 Truman Bldg. 301 W High Street Jefferson City, MO	573-751-4115	\$ 365,147.00	April-18
Mountain Fish Hatchery Bulk Feed Tower	Missouri Department of Conservation	2901 West Truman Blvd. Jefferson City, MO	573-751-4115	\$ 651,627.00	April-18
RMU Renovations	City of Rolla - Rolla Municipal Utilities	102 West 9th Street Rolla, MO	573-364-1572	\$ 318,600.00	August-17
New Airport Terminal Building	City of Rolla	PO Box 979 Rolla, MO	573-426-6948	\$ 653,600.00	January-00
Alcoa Correctional Center	State of Missouri	301 West High Street Jefferson City, MO	573-751-2440	\$ 277,000.00	June-17
DBA: Ozark Small Business Incubator	Downtown West Plains	PO Box 1194 West Plains, MO	417-256-7176	\$ 1,180,000.00	May-17
New Bridge over North Meramec Street	City of St. James	100 South Jefferson Street St. James, MO	573-265-7013	\$ 94,500.00	January-17
Park Renovation Don Robinson State Park	State of Missouri	301 West High Street Jefferson City, MO	573-751-2440	\$ 3,578,000.00	November-16
Working Bay and Cold Storage Building	Missouri Department of Transportation	830 MoDOT Drive Jefferson City, MO	573-526-7929	\$ 254,000.00	September-15
Christ the King Catholic Church - Bunker, MO	Diocese of Cape Girardeau Springfield	601 South Jefferson Ave Springfield, MO	417-866-0841	\$ 245,000.00	June-15
Riverways Federal Credit Union - Salem, MO	Riverways Federal Credit Union -	1012 Forum Drive Rolla, MO	573-308-3113	\$ 195,940.00	February-15
Salem Community Center at The Armory - Phase 2	City of Salem	400 North Iron Street Salem, MO	573-729-2428	\$ 210,800.00	August-14
Salem Maintenance Center Building Additions	Missouri Department of Conservation	2901 West Truman Blvd. Jefferson City, MO	573-729-2428	\$ 177,800.00	August-14
New Covered Storage Area AVCRAD Facility	State of Missouri - OA	730 Truman Bldg. 301 W High Street Jefferson City, MO	573-751-2440	\$ 288,900.00	July-14
Salem Community Center at The Armory - Phase 1	City of Salem	400 North Iron Street Salem, MO	573-729-2428	\$ 284,000.00	June-14



Missouri Certified WBE & WOSB

Experience:

Design Build	Construction Management
Excavation	Site Utilities
Concrete	Metal Roofing and Siding Installation
Iron Workers	Carpentry
Drywall and Finishing	Painting

President

Sr. Project Manager
Project Manager
Project Manager
Project Manager
Assistant Project Manager/Engineer
Sr. Superintendent
Project Superintendent
Project Superintendent
Project Superintendent
HR/Accounting/Payroll
Contract Management
Administrative Support

Tonie Cahill

Todd Bruce
John Jones
Sherman Widener
Nick Cahill
Will Benhardt
Doug Gorman
Josh Ireland
Travis Ivicsics
Jonathan Frischknecht
Jennifer Lancaster
Judy Morrow
Anita Krueger

15 years Business Management and Financial Reporting

30 years Construction Management
10 years Construction Management
25 years Project Estimating, Material Take off and management
15 years Project Management
1 year Assisting Project Managers
20 years Superintendent, Supervisory Foreman, Journeyman
15 years Superintendent, Supervisory Foreman
10 years Journeyman, Supervisory Foreman, Superintendent
10 years Journeyman, Supervisory Foreman, Superintendent
20 years HR, Accounting, Payroll, Administration
25 years Administration Contract Management
10 years Administrative Support (Admin. Assisting, Contracts)

Additional Crew:

5 Journeymen/Foreman, Lead
12 Tradesmen

Supplier/Credit References:

Company	Contact	Telephone	Email
Ozark Ready Mix	Kathy Holcomb	573-348-1181	kholcomb@ozarkreadymix.com
NuWay Concrete	Melody Brenneisen	314-544-1214	creditmanager@nuwayinc.com
Comarco St. Louis Inc.	Jen McBride	636-305-0520	jmcbride@comarcostl.com

Owner/Architect References:

Company	Contact	Telephone	Email
City of Lebanon	Mike Schumaler	417-991-2301	
Conway High School	Mark Hedger	417-589-2951	
Waynesville R-VI Schools	Billy Cobb	573-774-6169	bcobb@waynesville.k12.mo.us
Four Rivers Community H.C.	Stuart Gipson	417-576-7273	sgipson@fourrivers.org
Town & Country Bank	Doug Barnes	573-729-3155	dbarnes@tcbanks.com
Assurance Brokers	Ralph McQuiggan	314-821-6560	ralph@assurancebrokers.com

Cahills Construction, Inc.

Corporate Office
1420 East State Hwy 72
Rolla, MO 65401
Ph: 573-426-5305
Fax: 573-362-3562

Construction Office
604 South Park Street
Salem, MO 65560
Ph: 573-729-4119
Fax: 573-362-3562

www.cahillsconstruction.com



Missouri Certified WBE & WOSB

PRIMARY WORK or CSI CODES: Carpentry, Commercial, Concrete, Framing, Siding, Roofing, Electrical & Plumbing

Contact Name:	Title	Direct Telephone Number	E-mail Address
Tonie Cahill	President	573-426-5305	toniecahill@cahillsconstruction.com

Bonding: Is your firm bondable?	Yes	Bonding Limits:	No specific limits
Surety Company	Philadelphia Insurance Co.	Value Presently Bonded	Apprx. \$20M
Company	Assurance Brokers	Bonding Aggregate:	Apprx: \$35M

Insurance: Assurance Brokers
Ballwin, MO
Agent: Ralph McQuiggan Office 314-821-6560/Fax 314-821-5779

Worker's Compensation Experience Modification Rate for the last three (3) years: 2021 .79
2020 .78
2019 .78

Have you had any OSHA fines within the last 3 years? **NO**
Have you had any jobsite fatalities within the last 3 years? **NO**

General: Is your firm in compliance with EEO Requirements? **YES**

Is your firm qualified with any of the following:

- | | |
|-----------------------------------|------------|
| • Small Business | YES |
| • Small Disadvantaged Business | NO |
| • Women Owned Business Enterprise | YES |
| • HUB zone Small Business | NO |
| • Veteran Owned Small Business | NO |

Military Experience:

Has your company ever worked on a Military base? **YES** Fort Leonard Wood, MO, MO National Guard – Jefferson City, MO
Has your company ever worked on a Military Housing Project? **YES** AVCRAD – Springfield, MO

Cahills Construction, Inc.

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Fax: 573-362-3562

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Salem, MO 65560
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www.cahillsconstruction.com



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

January 25, 2022

TO Whom I May Concern:

Re: Cahills Construction, Inc.- Letter of Capacity

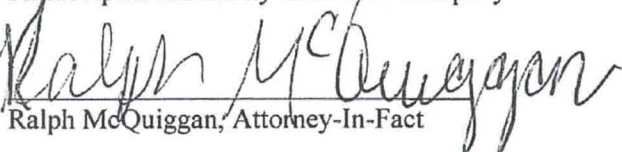
We are pleased to advise you that Cahills Construction, Inc. is currently bonded by Philadelphia Indemnity Insurance Company, and is in good standing.

Philadelphia Indemnity Insurance Company has established a surety program for Cahills Construction, Inc with support for individual projects of \$15,000,000 and an aggregate backlog of \$30,000,000. We hold Cahills Construction, Inc. and its management team in high regard, and recommend them without hesitation.

Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$227,150,000 assigned by the US Department of the Treasury.

We will consider specific requests for surety bonds based on our underwriting at the time of the request. Our evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Cahills Construction, Inc. and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Philadelphia Indemnity Insurance Company


Ralph McQuiggan, Attorney-In-Fact



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CAHILL CONSTRUCTION INC

Risk ID: 240862026

Rating Effective Date: 02/24/2022

Production Date: 10/12/2021

State: MISSOURI

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
MO-A	.09	44,057	60,232	16,175	0	36,125	7,400	7,400
(A) Wt	(B) Wt	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.09		44,057	60,232	16,175	0	36,125	5,730	5,730

	Primary Losses	Stabilizing Value	Ratable Excess	Totals
Actual	(I) 5,730	$C * (1 - A) + G$ 76,217	(A) * (F) 0	(J) 81,947
Expected	(E) 16,175	$C * (1 - A) + G$ 76,217	(A) * (C) 3,965	(K) 96,357
	ARAP	FLARAP	SARAP	MAARAP
Factors	1.00			(J) / (K) .85

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: MO, POL. #: WC00005699, EFF.: 02/24/2020

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CAHILL CONSTRUCTION INC

Risk ID: 240862026

Rating Effective Date: 02/24/2022

Production Date: 10/12/2021

State: MISSOURI

24-MISSOURI

Firm ID: A Firm Name: CAHILL CONSTRUCTION INC

Carrier: 24759 Policy No. AVWCMO2677952018 Eff Date: 02/24/2018 Exp Date: 02/24/2019

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
3724	1.90	.24	8,180	155	37	201945864	06	F	2,386	2,386
5022	3.41	.24	13,441	458	110					
5102	2.97	.27	6,838	203	55					
5183	1.56	.27	3,887	61	16					
5190	1.40	.27	534	7	2					
5221	2.40	.27	14,505	348	94					
5403	2.85	.27	788,436	22,470	6,067					
5474	2.74	.24	8,638	237	57					
5478	2.41	.27	8,717	210	57					
5606	.64	.24	41,223	264	63					
6217	1.65	.24	10,749	177	42					
8227	1.79	.27	23,027	412	111					
8810	.09	.39	274,848	247	96					
9812	EMPLOYERS LIABILT			0	0					
Policy Total:			1,203,023	Subject Premium:	78,728	Total Act Inc Losses:			2,386	

24-MISSOURI

Firm ID: A Firm Name: CAHILL CONSTRUCTION INC

Carrier: 24759 Policy No. AVWCMO2774872019 Eff Date: 02/24/2019 Exp Date: 02/24/2020

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5022	3.41	.24	10,911	372	89					
5040	4.97	.24	58,732	2,919	701					
5183	1.56	.27	15,989	249	67					
5403	2.85	.27	446,450	12,724	3,435					
5474	2.74	.24	4,129	113	27					
5478	2.41	.27	10,750	259	70					
5535	3.03	.24	14,728	446	107					
5551	7.23	.24	2,436	176	42					
6217	1.65	.24	10,800	178	43					
8227	1.79	.27	15,532	278	75					
8810	.09	.39	226,973	204	80					
9812	EMPLOYERS LIABILT			0	0					
Policy Total:			817,430	Subject Premium:	60,702	Total Act Inc Losses:			0	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CAHILL CONSTRUCTION INC

Risk ID: 240862026

Rating Effective Date: 02/24/2022

Production Date: 10/12/2021

State: MISSOURI

24-MISSOURI

Firm ID: A

Firm Name: CAHILL CONSTRUCTION INC

Carrier: 24570

Policy No. WC00005699

Eff Date: 02/24/2020

Exp Date: 02/24/2021

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses	
3724	1.90	.24	14,147	269	65	C00281192	05	F	5,014	5,014	
5183	1.56	.27	2,295	36	10						
5190	1.40	.27	287	4	1						
5221	2.40	.27	23,876	573	155						
5403	2.85	.27	543,055	15,477	4,179						
5474	2.74	.24	1,426	39	9						
6217	1.65	.24	5,954	98	24						
8227	1.79	.27	15,196	272	73						
8810	.09	.39	330,458	297	116						
9812	EMPLOYERS LIABILIT			0	0						
Policy Total:				936,694	Subject Premium:	43,760				Total Act Inc Losses:	5,014

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW

Summary of Work-Related Injuries and Illnesses



Year 20 18

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	0 (J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20210. Do not send the completed form to this office.

Establishment Information

Your establishment name Cahills Construction, Inc.
Street 604 S. Park
City Salem State MO ZIP 65560

Industry description (e.g., *Manufacture of motor truck trailers*)
General Contractor
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32
Total hours worked by all employees last year 26,442

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Joe O'Connell President
Company executive
(573) 729-4119
1/7/19
Date

Summary of Work-Related Injuries and Illnesses

Year 20 19

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-076

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20203. Do not send the completed forms to this office.

Establishment information

Your establishment name Cahills Construction, Inc.

Street 604 S. Park

City Salem State MO ZIP 65560

Industry description (e.g., Manufacture of motor truck trailers)

General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32

Total hours worked by all employees last year 29,110.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John O. O. O. President

Telephone (573) 729-4119 Date 1/13/20

Summary of Work-Related Injuries and Illnesses



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 1	(I) 1	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 1	(L) 1

Injury and Illness Types

Total number of ...	(1) Injuries	(2) Skin disorders	(3) Respiratory conditions	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(M)	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, please write to Washington, DC 20503. Do not send the completed forms to this office.

Establishment information

Your establishment name Cahills Construction, Inc.
Street 604 S. Park
City Salem State MO ZIP 65560
Industry description (e.g., Manufacture of motor truck trailers)
Standard Industrial Classification (SIC), if known (e.g., 3715) General Contractor
OR
North American Industrial Classification (NAICS), if known (e.g., 336212) 2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32
Total hours worked by all employees last year 30579

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Title President
Phone (573) 729-4119 Date 1/11/21

Summary of Work-Related Injuries and Illnesses

Year 20

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G) 0	(H) 0	(I) 0	(J) 0

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K) 0	(L) 0

Injury and Illness Types

Total number of ...	(M)	(N)	(O)	(P)	(Q)	(R)
(1) Injuries	0	0	0	0	0	0
(2) Skin disorders	0	0	0	0	0	0
(3) Respiratory conditions	0	0	0	0	0	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20240. Do not send the completed form to this office.

Establishment information

Your establishment name Cahills Construction, Inc.

Street 604 S. Park

City Salem State MO ZIP 65560

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32

Total hours worked by all employees last year 18,099

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Joe O'Connell President

Company executive Title

(573) 729-4119

1/19/2022

Date

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Identify the person

Describe the case

(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

Classify the case

Enter the number of days the injured or ill worker was:

Check the "injury" column or choose one type of illness:

(A) Case no.	(B) Employer's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	Remained at Work			On job transfer or restriction (L) days	Away from work (K) days	Check the "injury" column or choose one type of illness:								
						Days away from work (H)	Job transfer or restriction (I)	Other recordable cases (J)			Leisure (M)	Skin disorder	Respiratory condition	Poisoning	Learning loss	All other illnesses			
1	Frederick McDaniel	Carpenter	8 / 18	Jobsite/Outside	Cut the back of knuckle on metal stud	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2	15	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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12						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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15						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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19						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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43						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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46						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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50						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WOSB/EDWOSB Annual Update

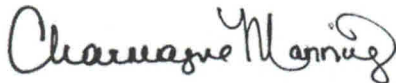
Date of Annual Update: November 9, 2021
Date of Original Certification: September 11, 2020
Company Name: Cahills Construction, Inc.
DBA: N/A
DUNS / Government #: 146902817
Majority Owner: Tonie Cahill
Certification Type: WOSB

The U.S. Women's Chamber of Commerce (USWCC) confirms the above-named firm has completed the annual attestation required to meet the Women-Owned Small Business program requirements set forth in 13 CFR 127. In order to continue identification as an EDWOSB or WOSB in the System for Award Management (SAM) database, this "WOSB/EDWOSB Annual Update" document must be submitted to the U.S. Small Business Administration using the beta.Certify.sba.gov Dashboard within 30 days of the anniversary date of the original certification. Additionally, firms must undergo a program examination every three years.

If there is a change in SBA's regulations that makes the WOSB or EDWOSB ineligible or if there is a change in the WOSB or EDWOSB that makes the WOSB or EDWOSB ineligible, this firm's WOSB or EDWOSB Certification is immediately invalid.

The above name firm must promptly inform the U.S. Women's Chamber of Commerce and SBA of any changed circumstances, including a change in SBA's regulation or a change in the WOSB or EDWOSB, that could make the WOSB or EDWOSB ineligible for the WOSB program or of any intended changes that may affect certification in the future. Upon such notice, the U.S. Women's Chamber of Commerce will consider whether such changed circumstances are grounds for withdrawal of this certification award. Failure to inform the USWCC of any such changed circumstances constitutes good cause for which the certification may be withdrawn or grounds for decline of the application for certification. The WOSB or EDWOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Authorized by,



Charmagne Manning, President
U.S. Women's Chamber of Commerce



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

2/1/2022

Tonie Cahill
CAHILLS CONSTRUCTION, INC.
604 SOUTH PARK STREET
SALEM, MO 65560

Dear Tonie Cahill:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your firm's WOSB Program anniversary date is **9/11/2022** to align with your SBA approved Third-Party Certifier certification.

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.Certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile within beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.

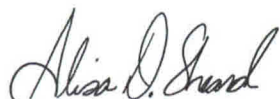
As a WOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the WOSB Icon on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://beta.certify.sba.gov/help> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
Acting Deputy Director
Office of Government Contracting



STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

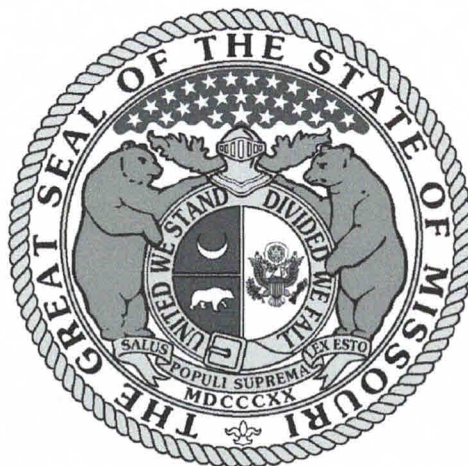
I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Cahills Construction, Inc.
00648794

was created under the laws of this State on the 23rd day of March, 2005, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of January, 2019.


Secretary of State



Certification Number: CERT-01092019-0073

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

Cahills Construction, Inc.
00648794

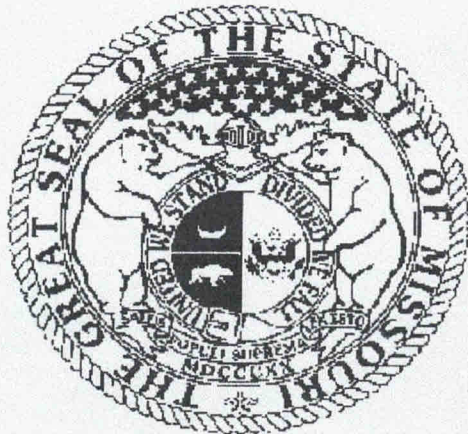
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 23rd day of March, 2005.

Robin Carnahan

Secretary of State



Sarah H. Steelman
Commissioner

Corey D. Bolton
Director



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
OFFICE OF EQUAL OPPORTUNITY

THIS CERTIFIES THAT

Cahills Construction, Inc.

Qualifies as a Woman-Owned Business Enterprise which has met the eligibility criteria established by the State of Missouri, Office of Administration.

A handwritten signature in black ink, appearing to read "Corey D. Bolton".

Corey D. Bolton, Director, Office of Equal Opportunity

Certification Number: 3776	Date of Issue: 6/11/2021	Date of Expiration: 6/11/2024
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- ❖ Date of Expiration is only valid with completion of Annual Update / Recertification prior to the anniversary date.
- ❖ Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at: <https://apps1.mo.gov/MWBCertifiedFirms/>

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the CAHILLS CONSTRUCTION INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 196226

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 196226

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

Company ID Number: 196226

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 196226

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 196226

Approved by:

Employer CAHILLS CONSTRUCTION INC	
Name (Please Type or Print) JOSEPH W TODD	Title
Signature Electronically Signed	Date 03/09/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/09/2009

Company ID Number: 196226

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	CAHILLS CONSTRUCTION INC
Company Facility Address	604 S PARK SALEM, MO 65560
Company Alternate Address	P.O. BOX 292 SALEM, MO 65560
County or Parish	DENT
Employer Identification Number	861134982
North American Industry Classification Systems Code	236
Parent Company	CAHILLS CONSTRUCTION INC
Number of Employees	20 to 99
Number of Sites Verified for	1

Company ID Number: 196226

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

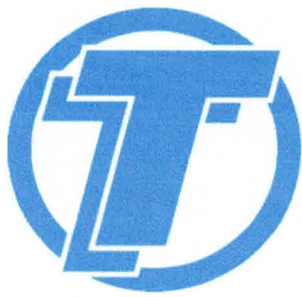
Company ID Number: 196226

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name TONIE D CAHILL
Phone Number (573) 426 - 5305 ext. 205
Fax Number (573) 362 - 3562
Email Address toniecahill@cahillsconstruction.com

Name Jennifer L Lancaster
Phone Number (573) 729 - 4119
Fax Number (573) 729 - 4527
Email Address jennifer@cahillsconstruction.com

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TUBBS^{AND}SON
CONSTRUCTION

August 30, 2022

Subject: 2022 - 1: Salem Voluntary Residential Demolition Project

Attn: Sally Burbridge, Economic Development Director, City of Salem

To Whom It May Concern,

We are pleased to quote on the demolition project the city has out for bid. Below is the breakdown per property, along with the documents that were requested.

Our bid includes mobilization, labor, insurance, equipment, material and fuel.

Property 1: 501 S. Askins St.

Bid Amount - \$11,575.00

- Permits
- Asbestos Test & Report
- Disconnect Utilities
- Set Up
- Demolition of Multiple Structures
- Haul Debris to Certified Landfill
- Backfill & Grade
- Seed & Straw

Property 2: 1002 W. Coffman St.

Bid Amount - \$12,075.00

- Permits
- Asbestos Test & Report
- Disconnect Utilities
- Set Up
- Demolition of Multiple Structures

- Haul Debris to Certified Landfill
- Backfill & Grade
- Seed & Straw

Property 3: 502 W. Dillon St.

Bid Amount - \$12,975.00

- Permits
- Asbestos Test & Report
- Disconnect Utilities
- Set Up
- Demolition of Structure
- Haul Debris to Certified Landfill
- Backfill & Grade
- Seed & Straw

Property 4: 803 E. Hunt St.

Bid Amount - \$14,725.00

- Permits
- Asbestos Test & Report
- Disconnect Utilities
- Set Up
- Demolition of Structure
- Haul Debris to Certified Landfill
- Backfill & Grade
- Seed & Straw

Grand Total - \$51,350.00

If the properties need to be abated due to asbestos then this will be in addition to our original quote.

Our timeline to complete this project is 12 days. This is based off no asbestos found and weather permitting.

All work will consist of staying in accordance with EPA, OSHA, MODNR and any local regulations.

Please see the attached documents along with our bid.

- Company References
- Point of Contact
- Certificate of Insurance
- E-Verify
- OSHA Certification

Thank you for this opportunity and please contact me with any questions.

Respectfully,



Nichole Harvath

tubbs_son_const@yahoo.com / 314-574-5403

Tubbs & Son Construction, P.O. Box 107, Lonedell, MO. 63060



TUBBS^{AND}SON CONSTRUCTION

314-574-0957 • 314-574-5403
P.O. Box 107 • Lonedell, MO 63060

Company Experience & References

Marthasville Fire Station – Demolition/Site Clean Up & Grading – Fire Station 1

Jeff Backhaus, Fire Chief – marthasvillechief@gmail.com – 636-667-3434

City of Pacific, MO – Demolition/Site Clean Up & Grading

Steve Roth, City Administrator - sroth@pacificmissouri.com – 636-271-0500 ext. 213

Osage Marine / CGB Marine – Clear Land / Remove Old Mooring Structure / Install new mooring structure and pour concrete / Site Clean Up & Grading

Danny Howk, Director of Operations – danny.howk@osagemarine.com – 314-494-2745

City of Maryland Heights, MO – Demolition/Site Clean Up & Grading

Paul Garlock, Building Commissioner – pgarlock@marylandheights.com – 314-291-6550

City of Arnold, MO – Demolition/Site Clean Up & Grading

Randy Noland, Building Commissioner – rnoland@arnoldmo.org – 636-282-2378

US Army Corp of Engineer – Demolition/Site Clean Up & Grading

Charles S. Davis III, FUSRAP Environmental Engineer – Charles.s.davis@usace.army.mil – 314-320-9677

City of Berkeley, MO – Demolition/Site Clean Up & Grading

Debra Irvin, City Manager – irvin@ci.berkeley.mo.us - 314-400-3705



TUBBS AND SON CONSTRUCTION

314-574-0957 • 314-574-5403

P.O. Box 107 • Lonedell, MO 63060

Company Information & Primary Contact

Skyscraper Marine LLC

DBA - Tubbs & Son Construction

(Physical Address)

2955 Project Road

Lonedell, MO. 63060

(Mailing Address)

PO Box 107

Lonedell, MO. 63060

Nichole Harvath *(Owner)*

tubbs_son_const@yahoo.com

314-574-5403

Bryant Tubbs *(Project Manager)*

tubbs_son_const@yahoo.com

314-574-0957



SKYSMAR-01

LSECKINGER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/31/2022

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

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

PRODUCER Charles L. Crane Agency Co. 100 N Broadway, Ste 900 Saint Louis, MO 63102	CONTACT NAME: Lee Seckinger		
	PHONE (A/C, No, Ext): (314) 444-4920	FAX (A/C, No): (314) 444-4970	
	E-MAIL ADDRESS: lees@craneagency.com		
INSURED Skyscraper Marine dba Tubbs and Son Construction P O Box 107 Lonedell, MO 63060	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Cincinnati Specialty Underwriters Insurance Company		13037
	INSURER B: Scottsdale Insurance Company		41297
	INSURER C: Missouri Employers Mutual Ins.		10191
	INSURER D: RLI Insurance Company		13056
	INSURER E:		
	INSURER F:		

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CSU0164425	3/4/2022	3/4/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XBS0159459	3/4/2022	3/4/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ AGGREGATE \$ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MEG300078303	3/4/2022	3/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Inland Marine - NOC			MLP0200383	3/4/2022	3/4/2023	Leased equipment 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation includes USL&H coverage. Waiver of Subrogation applies when required per written contract for general liabilities. General liability has blanket contractual liability coverage and blanket additional insured when required by written contract.

RE: 2022 - 1: Salem Voluntary Residential Demolition Project

Property 1: 501 S. Askins St., single story structure, with an undetermined substructure, separate cellar and shed
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Salem, Missouri 400 N. Iron Street Salem, MO 65560	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Joel Karsten
---	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Charles L. Crane Agency Co.		NAMED INSURED Skyscraper Marine dba Tubbs and Son Construction P O Box 107 Lonedell, MO 63060	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		
		EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Property 2: 1002 W. Coffman St., single story structure, outbuilding and cistern
Property 3: 502 W. Dillon St., single story structure
Property 4: 803 E. Hunt St., 2 story structure



Welcome
Nichole Harvath

≡ MENU

Company Information

Company Name

Skyscraper Marine LLC

Company ID Number

1453294

Doing Business As (DBA) Name

Tubbs & Son Construction

DUNS Number

080141317

Physical Location

Address 1

2955 Project Road

Address 2

--

City

Lonedell

State

MO

Zip Code

63060

County

FRANKLIN

Mailing Address

Address 1

PO Box 107

Address 2

--

City

Lonedell

State

MO

Zip Code

63060

Additional Information

Employer Identification Number

475318225

Total Number of Employees

1 to 4

Parent Organization

--

Administrator

--

Organization Designation

Employer Category

None of these categories apply

[View / Edit](#)

NAICS Code

238 - SPECIALTY TRADE CONTRACTORS

[View / Edit](#)

Total Hiring Sites

1

[View / Edit](#)

Total Points of Contact

1

[View / Edit](#)

View Original MOU Template



Certificate of Completion



360training.com

This Certifies That

Bryant Tubbs

is awarded this certificate for

OSHA 30 Hour Outreach Training Program - Construction

Credit Hours: 30.00

Completion Date: 03/20/2019

Curtis Chambers, Trainer C 26-0106073 and G 26-0079775

"As an OSHA authorized trainer, I verify that I have conducted this OSHA outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class to my authorizing OSHA training organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class."

6801 N Capital of Texas Hwy, Bldg I, Suite 250 ♦ Austin, TX 78731 ♦ 877.881.2235 ♦ www.360training.com



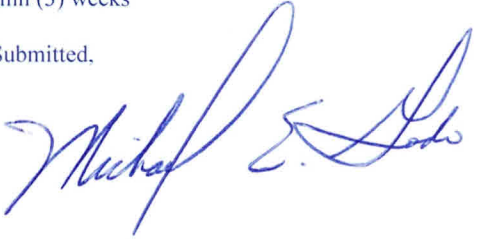
Godi's Excavating LLC

PO Box 603
Salem, MO 65560
573-739-4634
www.godillc.com

Quote

Date	Quote #
8/20/2022	117

Name / Address
City of Salem 400 N. Iron Street Salem, MO 65560

		Rep	Project
Description		Qty	Total
This is a proposal to the City of Salem, MO for the demolition services rendered as follows:			
Structure (1) 501 S. Askin St., Single story structure, with an undetermined substructure, separate cellar and shed			6,250.00
Structure (2) 1002 W. Coffman St., Single story structure, outbuilding, and cistern			5,850.00
Structure (3) 502 W.. Dillion St., Single story structure.			5,450.00
Structure (4) 803 E. Hunt, 2 story structure			7,560.00
Godi's Excavating, LLC has past experience working for the City of Salem, insurance, and City License. Godi's Excavating, LLC will obtain the permits if proposal is accepted.			
All non-friable siding will be properly removed, packaged, and transported to a legal asbestos landfill.			
All noted specific site requirement will be preformed. All dump tickets from the licensed landfill will be supplied with billing.			
Upon acceptance of this proposal - weather permitting this project would be completed within (3) weeks			
Respectfully Submitted, 			
		Total	\$25,110.00

City of Salem Bid Summary

Project:	Residential Demolition Program
Opening Date/Time:	9-Sep-22
Location:	Old City Hall, Council Chambers, 202 N. Washington St., Salem

Company	Total Bid Cost
Godi's Excavating, LLC	\$25,110.00
Tubb's and Son Construction	\$51,350.00
Cahill's Construction, INC	\$20,000.00

Tommy Koon
City of Salem

9-9-2022
Date

Staff Summary Report

MEETING DATE:	September 20, 2022
AGENDA ITEM:	Reading of Bills and Resolutions
AGENDA TITLE:	Voluntary Residential Demolition Program – Contractor Contract

ACTION REQUESTED BY:	Economic Development Director
ACTIONS REQUESTED:	Approval of Demolition Contract with Cahill's Construction
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

Based upon approval of Cahill's Construction, Inc's bid (previous agenda item), this contract is submitted for review and approval.

Cahill's Construction has already reviewed the attached contract and had no additional questions or concerns.

All properties listed in the Recommended Motion below are participating in the 50/50 Split option. The property owner contracts, and their details are a separate agenda item. Please see that item for more information.

PROCUREMENT

Request for Bids were advertised in The Salem News and available on our website. Bids were due to the City Clerk 9/8/2022 by 5 pm and were opened 9/9/2022 at 10 am. 3 bids were received.

FISCAL IMPACTS

A \$60,000 Capital Improvement line item: 301-510-71100 Dangerous Structure Remediation was included in the 2023 FY Budget.

A total of \$20,000.00 will be expensed to line item 301-510-71100 Dangerous Structure Remediation as noted above. There have been no expenses charged to this line item this FY.

SUPPORT DOCUMENTS: 1. Contract with Cahills Construction, Inc.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Contract between Cahill's Construction, Inc. and the City of Salem for the demolition of the properties located at 803 E. Hunt St., 502 W. Dillon St., 1002 W. Coffman St., and 501 S. Askins St., for the sum of \$20,000.00.

NOTE – If the Bid from Cahill's Construction is not approved in the previous agenda item, this item should be voted down and staff should be instructed to negotiate a new contract with the successful bidder.

RESOLUTION NO. 26-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND CAHILLS CONSTRUCTION, INC A MISSOURI CORPORATION (THE “CONTRACTOR”).

WHEREAS, the City of Salem desires to engage the Contractor to render certain construction services hereafter described in the 2022-1 Demolition Project bid (“the Bid”) which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted a bid dated September 8, 2022, which bid is attached hereto and incorporated herein as Exhibit B; and

WHEREAS, the Contractor has submitted the lowest and best bid for performing the services.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in accordance with the terms of Exhibit A.

Section 2.

The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A.

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

DEMOLITION CONTRACT

THIS CONTRACT, made and entered into this 20th day of September, 2022, by and between the City of Salem, a municipal corporation of the State of Missouri (the “City”) with an office located at 400 N. Iron Street, Salem, Missouri and Cahills Construction, Inc., a Missouri Corporation (the “Contractor”)

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to render certain construction services hereafter described in the 2021-1 Demolition Project bid (the “Bid”) which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid dated September 8, 2022, which bid is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, The Contractor has submitted the lowest and best bid for performing the services.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of contractor's profession in performing similar services.

2. Contract Documents. The agreement between the City and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Bid, and any amendments thereto, and (3) the bid made by the Contractor, as accepted, submitted in response to the Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in this contract shall govern over all other documents and the Bid and amendments thereto shall govern over the Contractor's Bid and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Bid shall govern.

3. Modification of Contract. The Scope of Work to be done under this contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in this contract shall be changed or modified without the execution of a formal amendment to this contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and this contract.

4. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. Personnel.

- a. The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as

employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

b. The Contractor represents, in accordance with RSMo Statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6. Term. The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this Contract as promised by the Contractor in **Exhibit B**, unless otherwise directed in writing.

7. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of

\$20,000.00

8. Termination of Contract.

a. For Breach: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

b. For Convenience: The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

9. Conflicts.

a. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

10. Assignment. The Contractor shall not assign or transfer any interest in this contract (whether by assignment or notation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. Discrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Salem, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

13. Compliance with laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

14. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. Liability and Indemnity. The parties mutually agree to the following:

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

16. Insurance. During the term of this contract, Contractor agrees to provide and keep in full force and effect the following insurance coverage's in the following amounts:

- a. Workers Compensation and Employees Liability. For Employers' Liability \$500,000 each employee, \$500,000 each accident and \$500,000 policy. Workers Compensation coverage must meet the Statutory Employers Liability (per accident) limit of \$100,000.
- b. General Liability. Comprehensive Form General Liability with a broadening endorsement to include: For bodily injury and property damage must have combined single limit of \$200,000.00 per person and \$1,000,000.00 per occurrence.

All coverage provided by the Contractor shall be primary coverage as the City. The City and its governing body, officials, employees, agents and volunteers shall be covered and named as insured under Contractor's general liability coverage.

All Coverage's shall be maintained in full force and effect during the full term of the contract.

17. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

18. Jurisdiction. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

19. Entire Contract. This contract contains the entire agreement of the parties. No modification/ amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

20. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any sub contract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

21. Waiver. No provision of the contract documents shall be construed expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

City of Salem
By: _____
Title: Mayor

By: _____
Title: _____

Staff Summary Report

MEETING DATE:	September 20, 2022
AGENDA ITEM:	Reading of Bills and Resolution
AGENDA TITLE:	Voluntary Residential Demolition Program – Owner Contracts

ACTION REQUESTED BY:	Economic Development Director
ACTIONS REQUESTED:	Approval of Demolition Owner Contracts – Four total
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The intent of the program is to provide “an incentive to beautify the community through a sponsored residential demolition program”. The Program was approved with two options: the 50/50 Cost Split between the Property Owner and the City; AND the 100% Cost Coverage by the City in exchange for donation of property to the City of Salem.
The four Property Owner contracts presented are all for the 50/50 cost split option. Assuming approval of these and the demolition contract on this agenda, this means the City of Salem will be receiving, prior to the actual demolition of respective structures, a combined total of \$10,000.00.

Nash 50% to the City = \$2,500.00

Four Rivers Community Health Center 50% to the City = \$2,500.00

Odom 50% to the City = \$2,500.00

Salem Housing Authority 50% to the City = \$2,500.00

Property Owners have agreed by these contracts to pay ½ the cost for the demolition of their property prior to the actual demolition.

These owner contracts correspond with the Demolition Contract with Cahill’s Construction, Inc., a previous item on this agenda.

PROCUREMENT

This is not a purchase, so procurement policies do not apply.

FISCAL IMPACTS

A \$30,000 Capital Improvement Revenue line item: 301-45030 Dangerous Structure Match was included in the 2023 FY Budget.

A total of \$10,000.00 will be received in the line item as noted above.

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|---------------------------|---|
| SUPPORT DOCUMENTS: | 1. 4 Property Owner Contracts: <ul style="list-style-type: none">a. Shirley Nash, 803 E. Hunt St. contractb. Four Rivers CHC, 502 W. Dillon St. contractc. Sherman Odom, 1002 W. Coffman St.d. Salem Housing Authority, 501 S. Askins St |
|---------------------------|---|
-

DEPARTMENT’S RECOMMENDED MOTION: SEPARATE MOTION FOR EACH CONTRACT

Move to Approve the Contract between [insert name from above list] and the City of Salem for the demolition of the property at [insert address] for the sum of \$2,500.00.

NOTE – If the Bid from Cahill’s Construction is not approved, this item should be voted down and staff should be instructed to negotiate new contracts based upon the negotiated contract with the successful bidder.

RESOLUTION NO. 27-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND SHIRLEY NASH (THE “PROPERTY OWNER”).

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **803 E Hunt**, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”.

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT A;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 2.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **20th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as “City”, and **Shirley Nash**, hereinafter referred to as the “Property Owner”:

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **803 E. Hunt St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”, do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City’s codes relating to property maintenance and nuisance, and if I fail to comply with the City’s codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 20th DAY OF SEPTEMBER 2022.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 28-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND FOUR RIVERS COMMUNITY HEALTH CENTER (THE “PROPERTY OWNER”).

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at 502 W. Dillon, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”.

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT A;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 2.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **20th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as “City”, and **Four Rivers Community Health Center**, hereinafter referred to as the “Property Owner”:

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **502 W Dillon St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”, do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City’s codes relating to property maintenance and nuisance, and if I fail to comply with the City’s codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 20th DAY OF SEPTEMBER 2022.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 29-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND SHERMAN ODOM (THE “PROPERTY OWNER”).

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **1002 W. Coffman**, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”.

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT A;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 2.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **20th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as “City”, and the **Sherman Odom**, hereinafter referred to as the “Property Owner”:

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **1002 W. Coffman St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”, do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City’s codes relating to property maintenance and nuisance, and if I fail to comply with the City’s codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 20th DAY OF SEPTEMBER 2022.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 30-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND SALEM HOUSING AUTHORITY (THE “PROPERTY OWNER”).

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at 501 S. Askins, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”.

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT A;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B attached hereto.

Section 2.

This Resolution shall take effect and be in full force from and after its passage and approval.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 20TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **20th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as “City”, and the **Salem Housing Authority**, hereinafter referred to as the “Property Owner”:

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **501 S. Askins St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”, do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City’s codes relating to property maintenance and nuisance, and if I fail to comply with the City’s codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 20th DAY OF SEPTEMBER 2022.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

Staff Summary Report

MEETING DATE:	9/20/2022 Special Meeting
AGENDA ITEM:	Live Trap Rental Agreement
AGENDA TITLE:	Live Trap Rental Agreement

ACTION REQUESTED BY:	Board of Aldermen
ACTION REQUESTED:	Approval of Live Trap Rental Agreement
SUMMARY BY:	Erica Sheppard Assistant City Clerk and Travis Roberts Animal Control Officer/Code Officer

PROJECT DESCRIPTION / FACTS

Travis is requesting that we have a Live Trap Rental Agreement with a \$100.00 deposit. The reason for this is the traps that have gone to residents in the past have either not been returned or returned damaged and not useable. Causing him to have to use his city budget to purchase new live traps. We believe this rental agreement will significantly reduce the number of traps that are not returned or damaged. And in turn help with the loss of city funds when a trap comes back damaged or not returned at all.

PROCUREMENT

FISCAL IMPACTS

Traps are estimated around \$60.00 to \$80.00 at this time. With the cost of everything going up in price and having to replace them it will impact the animal control city budget for those items.

SUPPORT DOCUMENTS:	See attached Live Trap Rental Agreement
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the Live Trap Rental Agreement.
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Code Officer
Salem Police Department
500 N Jackson Street,
Salem Missouri 65560



LIVE TRAP RENTAL AGREEMENT

Date of Rental: _____ Date of Return: _____ Number of Traps Rented _____

Name of Renter: _____ DL # _____

Phone: _____

Street Address: _____ Salem, Missouri

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

CONDITIONS:

1. The City of Salem does not charge a rental fee; however, a refundable deposit of \$100.00 per trap is required at the time of rental.
2. Animal control hours are Monday-Friday from 8 am to 4pm. Do not set the trap outside these hours.
3. Trap(s) are the property of the City of Salem and may only be used within the city limits of Salem. Traps may not be loaned by the renter to anyone else.
4. Trap(s) must be returned to the City of Salem on or before the due date noted above unless an extension is granted in writing by the city.
5. Trap(s) must be cleaned and disinfected prior to being returned (a suggested disinfecting solution is at least 1 part bleach to 32 parts water).
6. Traps must be returned in the condition in which they were rented, subject to "normal wear and tear" during use.
7. Traps may not be used for any other unlawful act. Traps may only be rented for the purpose of animals in need of medical treatment, or for capturing stray cats for the purpose of surrendering them to the City of Salem. The burden of proof is on the person signing this agreement.
8. The City of Salem reserves the right to retrieve traps from anyone in the event of noncompliance with the terms of this agreement or intentional or knowing misuse, loss, or damage of any property. The city also reserves the right to refuse future rentals.
9. The City of Salem will release or relocate any animals captured in the trap.

INSTRUCTIONS FOR USE OF TRAPS:

1. Setting the Trap: Lift the Door Lock up with one hand. Using the other hand, push the Door Lock Frame inwards and begin to open Trap Door. When the Trap Door is completely open, pull Trigger forward and hook onto door. Gently release hold of door. Trap is set. To release animal, call animal control. Never release an animal on your own. This may result in injury to you, or the animal.

2. Baiting: Use tuna or strong-smelling canned cat food. Bait the trap at the very back, behind the trip plate. Place a small trail of bait leading from the front door of the trap to the bait at the back of the trap. Do not put too much bait in front of the trap or the cat will spend too much time there and may be distracted or scared away before the trap door falls. Do not use any plates or saucers - use the cat food can or place the food on some newspaper.

3. Make sure the trap is set properly.

4. Place trap in a secure area of your yard. Your deposit is non-refundable if trap is lost or stolen.

5. Never leave traps unattended for long periods of time. Do not set a trap and leave it unattended overnight. Check traps every few hours. Cats left unattended in traps are vulnerable to the elements, may be released by someone, or may be injured trying to escape. As soon as the cat is trapped, cover the trap with a large towel or sheet. This calms the cat. And call animal control to pick the animal up.

6. Even pets, when trapped, tend to scratch, or bite. Keep cats covered and check them periodically.

Don't stick fingers in the trap or allow children or pets near the traps. Feral cats are wild animals that can scratch and bite. Keep a feral cat in the trap and allow a professional to remove it. All animal bites are serious! If you are bitten, seek medical attention and do not release the cat. The cat will need to be quarantined. Contact your vet for quarantine instructions.

By signing this agreement, I hereby agree to abide by the conditions and instructions set forth above. I understand that my failure to do so will result in the forfeiture of all or a part of my deposit.

I also agree to the following:

1. To indemnify, defend, and hold harmless the City of Salem, its agents, officials, and employees against any and all claims, damages, losses and expenses, including attorney fees and costs arising out of and from the use of the trap and/or the capturing or failing to release any non-feral pets or owned cats.

2. To comply with all applicable federal, state, and local laws and regulations.

3. Release the City of Salem from all liability for any, and all personal injuries or other claims arising from the use of the trap, including those that are known and unknown, foreseen, and unforeseen, future, or contingent.

4. Not to, now or in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the City of Salem, its officers, directors, employees, agents, or affiliates concerning, arising out of, or related to the use of the trap.

5. That if a suit or action is brought either directly or indirectly to enforce the terms of this agreement, or as a result of the use of the trap, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, I agree to pay City's attorney fees.

6. To forfeit my deposit if I fail to return the trap by the due date noted above, or if the trap is damaged during my rental period. By signing below, I acknowledge receipt of the Live Trap(s) listed above.

Signature _____ Date _____

By signing below, I acknowledge that I have received my deposit in exchange for the return of the trap.

Signature _____ Date _____

For Office Use

Location/address of where trapping will take place: _____

FOR OFFICE USE ONLY			
Number of Traps		Deposit Amount	\$100
Date Paid		Receipt Number	
Date for Return		Deposit Refund	() YES () NO
If deposited is forfeited, explain reason:			

Amount of Refund		Authorized by:	
Date of Refund		Check Number:	