

BILL NO. 2021-031

ORDINANCE NO. 8414

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AND ALL DOCUMENTS ASSOCIATED WITH SANDBLASTING AND PAINTING OF THE WALTON AQUATIC CENTER POOL

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI,

THAT:

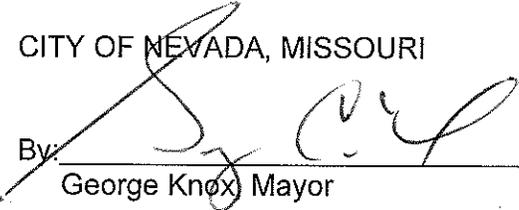
Section 1. The City Manager is hereby authorized and directed to execute a contract with the low bidder, **INSCO Industries**, binding and obligating this municipality to pay the contractor their bid amount in conformity with the plans and specifications in the bid and contract documents, associated with sandblasting and painting of the Walton Aquatic Center pool.

Section 2. This ordinance will be in full force and effect upon its adoption and approval.

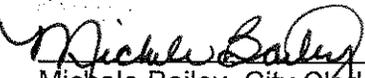
PASSED, APPROVED and ADOPTED by the City Council of the City of Nevada, Missouri, this 4th day of May 2021.



CITY OF NEVADA, MISSOURI

By: 

George Knox Mayor


Michele Bailey, City Clerk

NOTICE TO PROCEED

Date of Notice: May 5, 2021

Your contract has been dated May 4, 2021. Your payment bond and performance bond have been executed and are attached in the contract documents.

You are hereby notified this date to proceed with the work. This notification triggers the time for the completion of the contract.

The date of completion of all WORK is therefore May 31, 2021.



Michelle Bailey
City Clerk

OWNER:
City of Nevada, Missouri

[Signature]
City Manager

The Contractor hereby accepts the above Notice to Proceed.

CONTRACTOR:

James Bracker

(SEAL)
ATTEST:

[Signature]
Secretary/Corporate Clerk of Contractor
If applicable

**AGREEMENT FOR
CONSTRUCTION SERVICES BETWEEN**

City of Nevada, Missouri, Owner

And

INSCO Industries, Contractor

THIS AGREEMENT, is made this 4th day of ~~APRIL~~^{MAY}, 2021, By and between the Owner, and the Contractor named in the preamble hereto,

WITNESSETH:

That **WHEREAS** the Owner plans to complete the maintenance/construction project it describes as:

Walton Aquatic Center Sandblasting, Painting and Repairs

And **WHEREAS**, Contractor will perform maintenance work for the owner as contemplated by the outline of Specifications/Special Conditions attached hereto, setting forth the work to be done, and shall consult and confer with the **Owner's Representative** assigned supervisory oversight of the proposed project, whose name, address and contact information are as follows:

Name: Mark Moberly, Parks & Recreation
Contact Number: 417-381-9740
Email: mmoberly@nevadamo.gov

NOW THEREFORE, in consideration of the mutual covenants set out herein, the parties agree as follows:

1. **Responsibilities.** The Owner has developed a statement of the work to be performed as set forth in the Specifications/Special Conditions attached hereto, which are agreed by the parties to reasonably and fairly outline and describe the parameters of the work to be done.
2. **Performance and Payment Bonds** – The Owner requires performance and payment bonds which will be obtained at the cost of the contractor and maintained on file with the Owner during the construction period.
3. **Contract Documents.** The term "contract documents" means and includes the following:

- a. This Agreement
- b. General Conditions provided by Owner
- c. Payment bond - form provided by Contractor
- d. Performance bond - form provided by Contractor
- e. Specifications/Special Conditions for Work to be Performed.
- f. Any contract addenda mutually approved by the parties
- g. Proposal 21.043 - Exhibit "A" / Work inclusive of "Voluntary Alternate"

4. **Approval of Plans and Specifications and Payment of Obligation.** The Parties agree that the Specifications/Special Conditions are adequate to describe the work under this Agreement. They may be clarified as deemed necessary by the Owner's Representative and may be enlarged, restricted or withdrawn by Change Order issued by Owner. Payment requests will be filed from time to time, but not more often than monthly, with the Owner and reviewed and as appropriate approved for payment by the Owner's Representative Engineer consistent with the procurement policies of the Owner. The unbilled work needed to conclude the contract will not be permitted to exceed a fair estimate by the Owner of the cost of completing the work under the Agreement. An order to proceed will be issued upon approval and execution of this agreement.

5. **Cleanup and Hauling.** The work will be undertaken by Contractor following execution of the contract documents allowing a reasonable period to marshal men, materials and equipment at the site.

6. **Obligation of Contractor.** The Contractor will furnish and pay all costs of all materials, supplies, tools, equipment labor, and other services necessary for the work and completion of the maintenance and repair project described in the specifications. Contractor will comply with all applicable federal and state laws and regulations and will abide by the applicable wage-rate determination, which has been provided by the Owner which is expressly made an obligation of this Agreement.

- a. Compliance with the Department of Labor Standards (DLS) prevailing wage determination is required unless statute is inapplicable to the work.
- b. The contractor and all subcontractors must require all on site employees to complete the ten-hour construction safety training program required under Section 292.6745, RSMo, unless they have previously completed the program and have documentation of having done so.
- c. The Contractor will forfeit a penalty to the Owner of \$2,500 plus an additional \$100 for each employee employed by contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. 290.262.10 RSMo and 8 CSR 30-3.010[3].

7. **Designation of Owners Inspector.** At any time Owner's Representative may designate a person other than himself (herself) to act as the Resident Project Representative and Inspector. The responsibilities may be assigned to different persons and those persons may be replaced or substituted from time to time as obligations of the Owner may permit. In the event

of conflict between the Owner's Representative and the Contractor may be appealed to the Chief Executive Officer of the Owner, whose decisions will be final and binding on the Contractor.

8. **Payments.** The Owner will pay to the Contractor for Contractor services upon completion and verification of cleanup.

9. **Heirs, Successors & Assigns, etc.** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

10. **Conflict in Terms.** In the event of conflict between components of the contract documents, the agreement and general conditions will prevail unless specifically amended by mutually approved change orders and/or contract addenda. In the event of a dispute, the interpretation of the Owner's Chief Administrative Officer is binding on the parties.

11. **Integration Clause.** The contract documents constitute the entire agreement, understanding, and obligation between the parties. No oral or verbal understanding or arrangement not reduced to writing and mutually approved shall have any force or effect.

12. **Execution of Agreement.** This agreement will be executed only upon the express approval of the Owner's Governing Body, in conformity with the procurement ordinances of the Owner. The effective date of this contract will be the date that signatures and approvals are complete -- Contractor has signed, Owner has signed and Owner's governing body has approved the agreement.

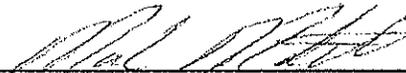
13. **Commencement-Completion-Liquidated Damages.** The Contractor will commence the work required by the contract documents immediately when the notice to proceed is given. Contractor is granted 5 calendar days to marshal personnel and equipment at the job. The work will be completed within 14 calendar days unless the period for completion is extended by change order approved by all a parties. Unless changed, the final completion date is: _____, 2021, 5:00 pm. In the event the Contractor is assessed liquidated damages liquidated damages shall be the sum of \$100, per day.

14. **Total Contract Price.** The Contractor will be paid compensation constituting the Total Contract Price which, for the project which is:

**Not to exceed \$75,000.00 plus or less any additional
sum added or deleted by change order.**

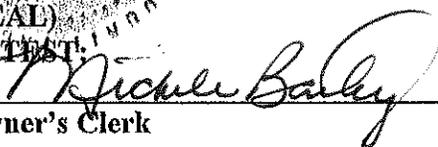
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in multiple copies each of which shall be deemed an original on the date first above written.

OWNER

By: 

Owner's Representative
Executed following Approval of
Owner's Governing Body.



ATTEST:

Owner's Clerk

EXECUTION BY CONTRACTOR:



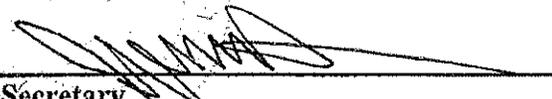
Jeffery D. Wilson
Vice President
By: _____

(For Corporate, LP and LLC Contractors)

(SEAL)

ATTEST:

I attest that I am secretary of the Contractor,
and that the person executing said document is
known personally to me, to have signed this
document with full authorization to do so on
behalf of said entity, and that the entity's seal is
affixed with authority of the entity's governing
body.


Secretary



Blasting & Coating Proposal

March 12, 2021

Proposal # 21.043

InSCO Industries, Inc. EIN: 36-3322729

City of Nevada, MO

110 S. Ash Street

Nevada, MO 64772

ATTN: Mark Moberly

Subject: 2021-Walton Aquatic Center Sandblasting, Painting and Repairs – RFB # 2021-002

Per your request,

InSCO Industries, Inc. is pleased to offer the following proposal for the aforementioned project.

GENERAL SCOPE OF WORK

- Mobilize crew, equipment and material to job site
- Set up equipment to be used throughout project
- Blast pool walls, floors and gutters; creating surfaces adequate to receive coatings
- Rinse/Wash pool walls, floors and gutters; removing residual dust/debris left from blasting operations
- Repair pool walls, and floors as needed; trowel applying surfacing epoxy to fill surface voids/spalls
- Apply three (3) coat epoxy coating system to pool walls, floor, and gutters
- Re-caulk expansion/control joints as needed with an immersible grade polyurethane sealant
- Break down equipment and clean work area
- Demobilize crew, equipment and any unused material from job site

SURFACE PREPARATIONS

- **Base Specified – Surface Preparation:**
 - Remove existing coatings 100% by means of abrasive blasting all surfaces
 - Achieve SSPC-SP13 in accordance with a minimum of CSP-3
 - Rinse all surfaces clean of residual dust/debris by means of low-pressure power washing
 - All surfaces to be clean, dry and free from contaminants prior to coating application
- **Voluntary Alternate – Surface Preparation:**
 - Remove loose coatings by means of brush blasting all surfaces
 - Achieve a uniformly abraded surface to provide a profile comparable to 80-100 grit sandpaper
 - Rinse all surfaces clean of residual dust/debris by means of low-pressure power washing
 - All surfaces to be clean, dry and free from contaminants prior to coating application

*Please see attached qualification letter from Inemec



RESURFACER – COATING – SEALANT SYSTEM SCHEDULE

- **Surface Repairs:**
 - Resurfacer: TNEMEC Series 215 Surfacing Epoxy – applied per manufacturer's specifications

- **Coating System:**
 - Primer Coat: TNEMEC Series 161 Hi-Build Epoxoline II @ 200 sq.ft. per gallon
 - Intermediate Coat: TNEMEC Series 161 Hi-Build Epoxoline II @ 200 sq.ft. per gallon
 - Finish Coat: TNEMEC Series 161 Hi-Build Epoxoline II @ 200 sq.ft. per gallon
 - Add to both coats 5lbs of 50 mesh white Ottawa silica sand to designated areas
 - Finish colors as follows:
 - *Pool Walls and Floors- 15BL Tank White
 - *Pool Gutters- 25BL True Blue/Safety-Pool
 - *Lane Markers and Targets- 35GR Black

- **Joint Sealant:**
 - Caulk: Sika Sikaflex 1A Polyurethane Sealant – applied per manufacturer's specifications

CLARIFICATIONS & QUALIFICATIONS

- This proposal includes all labor, materials, equipment, insurance, cleanup, supervision, and safety.
- This proposal is based on the assumption that the substrate is free of lead paint.
- This proposal does not include any abatement or disposal of lead paint.
- Dumpster for spent blast media and other project generated debris to be provided by owner.
- Lump Sum pricing is for surface preparation, and coating application only.
- Surface Repairs and Joint Sealing to be completed per the below unit costs.
- All work to be completed on a 4 day – 10 hour per day work schedule. 7 am – 5:30 pm daily.
- All downtime related to work stoppage will be kept on T&M basis.

SURFACE REPAIR UNIT COSTS - \$/S.F. ADDER

Surface Repairs: \$7.00/S.F. – AS FOLLOWS: Voids, bug holes, and other surface damages on the interior of the pool (immersion) walls and floors to be cleaned of all dirt, debris, etc., primed and filled with an immersible grade surfacing epoxy as needed to create a smooth surface acceptable for swimming pools.

NOTE: All surface repairs to take place prior to intermediate and finish coat applications.

(ONLY AS NEEDED)

JOINT SEALANT UNIT COSTS - \$/L.F. ADDER

Joint Sealing: \$4.50/L.F. – AS FOLLOWS: Expansion joints on the interior of the pool (immersion) and control joints along the concrete gutters shall be cut out, cleaned of all dirt, debris, etc., primed, backer rod installed if required, and re-caulked with an immersible grade polyurethane sealant to a proper depth and width. **NOTE:** All joint sealing to take place post coating applications.

(ONLY AS NEEDED)



INDUSTRIAL / COMMERCIAL COATINGS CONTRACTORS

WWW.INSKOIND.COM

6902 Martindale Rd. Shawnee KS 66218 Phone 913-442-8001 Fax 913-442-8081

EXCLUSIONS

- All over-time/double-time premiums.
- Repair/Repaint due to damage by others.
- Taxes; any applicable taxes will be added at time of invoicing.
- Any deviations from Scope of Work or Clarifications & Qualifications will result in a Change-Order.

LUMP SUM PRICING:

CREW SIZE:

DURATION:

WARRANTY:

Pricing Per Base Specifications: \$95,455.00

3 – 4 MEN

4 – 5 WEEKS

2 YEAR LIMITED

Pricing Per Voluntary Alternate: \$70,450.00

2 – 3 MEN

3 – 4 WEEKS

2 YEAR LIMITED

If you have any questions or need additional information, please contact me.

Sincerely,

James Brooks

Coatings Estimator / Project Manager



Office: 15424 Andrews Rd. KCMO 64147

Shop: 15330 Hangar Rd. KCMO 64147

O: (913) 422-8001 | F: (913) 422-8081 | C: (816) 730-1741

• www.inscoind.com | jbrooks@inscoind.com

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 800078423

AIA Document A312

Performance Bond

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

CONTRACTOR (Name and Address):

InSCO Industries, Inc.
6902 Martindale Road
Shawnee, KS 66218

OWNER (Name and Address):

City of Nevada
110 S. Ash Street
Nevada, MO 64772

SURETY (Name and Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

CONSTRUCTION CONTRACT

Date:
Amount: \$75,000.00 Seventy Five Thousand Dollars and 00/100
Description (Name and Location): Walton Aquatic Center Sandblasting, Painting and Repairs

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$75,000.00 Seventy Five Thousand Dollars and 00/100
Modifications to this Bond:

None See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

InSCO Industries, Inc.

Signature:

Name and Title: **Jeffery D. Wilson**
Vice President

(Any additional signatures appear on page 3)

SURETY

Company: (Corporate Seal)

Atlantic Specialty Insurance Company

Signature:

Name and Title: **Kelly R. Watson**
Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

HUB International Midwest Limited
9200 Ward Parkway, Suite 500
Kansas City, MO 64114
816-708-4600

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located

and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

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

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: N/A
Name and Title: _____
Address: _____

Signature: N/A
Name and Title: _____
Address: _____

have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of Insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mark E. Gardner, Chandler H. Cullor, Sandra Burnett, Linda S. Reynolds, Kelly R. Watson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

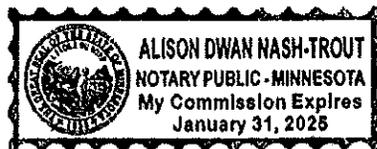
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

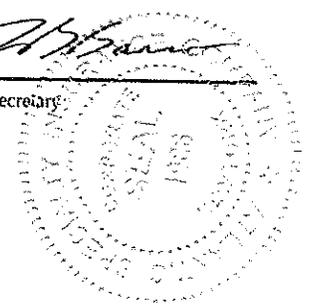
I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 800078423

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

InSCO Industries, Inc.
6902 Martindale Road
Shawnee, KS 66218

SURETY (Name and Principal Place of Business):

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER (Name and Address):

City of Nevada
110 S. Ash Street
Nevada, MO 64772

CONSTRUCTION CONTRACT

Date:
Amount: \$75,000.00 Seventy Five Thousand Dollars and 00/100
Description (Name and Location): Walton Aquatic Center Sandblasting, Painting and Repairs

BOND

Date (Not earlier than Construction Contract Date):
Amount: \$75,000.00 Seventy Five Thousand Dollars and 00/100
Modifications to this Bond: [] None [X] See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
InSCO Industries, Inc.

Signature:
Name and Title:

Jeffery D. Wilson
Vice President

(Any additional signatures appear on page 6)

SURETY
Company: (Corporate Seal)

Atlantic Specialty Insurance Company

Signature:
Name and Title: Kelly R. Watson
Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:
HUB International Midwest Limited
9200 Ward Parkway, Suite 500
Kansas City, MO 64114
816-708-4600

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond

conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone

service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Paragraph 6 above is deleted in its entirety and the following is substituted in its place:

6. When the Claimant has satisfied the conditions of Paragraph 4, and has submitted all supporting documentation and any proof of claim requested by the Surety, the Surety shall, with reasonable promptness, notify the Claimant of the amounts that are undisputed and the basis for challenging any amounts that are disputed, including, but not limited to, the lack of substantiating documentation to support the claim as to entitlement or amount, and the Surety shall, with reasonable promptness, pay or make arrangements for payment of any undisputed amount; provided, however, that the failure of the Surety to timely discharge its obligations under this paragraph or to dispute or identify any specific defense to all or any part of a claim shall not be deemed to be an admission of liability by the Surety as to such claim or otherwise constitute a waiver of the Contractor's or Surety's defenses to, or right to dispute, such claim. Rather, the Claimant shall have the immediate right, without further notice, to bring suit against the Surety to enforce any remedy available to it under this Bond.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company:

(Corporate Seal)

SURETY
Company:

(Corporate Seal)

Signature: N/A
Name and Title: _____
Address: _____

Signature: N/A
Name and Title: _____
Address: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Mark E. Gardner, Chandler H. Cullor, Sandra Burnett, Linda S. Reynolds, Kelly R. Watson**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

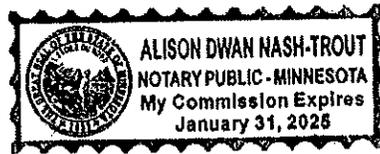
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.

This Power of Attorney expires
January 31, 2025



Kara Barrow
Kara Barrow, Secretary



WWW.INSCOIND.COM

MECHANICAL INSULATION / COATINGS CONTRACTORS

6902 Martindale Rd. Shawnee KS 66218 Phone 913-442-8001 Fax 913-442-8081

CHANGE ORDER REQUEST

Contract: RFB# 2021-002 Date 5/5/2021

Insko Proposal# 21.043 Change-Order # 1

Insko Job# 5145M

Customer : City of Nevada, MO

Project Location: Walton Aquatic Center

Original Contract Amount: \$70,450.00

Line Item 1 - Added Work: Plug Valve Replacement \$937.50

Change Order Total: \$937.50

New Contract Amount With Approved Change Order: \$71,387.50

Description of Work: Sawcut and remove concrete surrounding existing valve.

Remove existing valve and replace it with new (city provided) valve. Repair -

concrete by means of patching with Tnemec 217. (cementious repair mortar)

Submitted By: James Brooks Date Submitted: 5/5/2021

Accepted By: City of Nevada Date Accepted: 5/6/2021

Signature: *Paul Mitchell*, City MANAGER