

BILL NO. 2019-002

ORDINANCE NO. 8251

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH MCINROY CONTRACTORS, LLC, OF NEVADA, MISSOURI FOR THE CLAY, SYCAMORE & ALMA STREET SEWER IMPROVEMENTS.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEVADA, MISSOURI, THAT:**

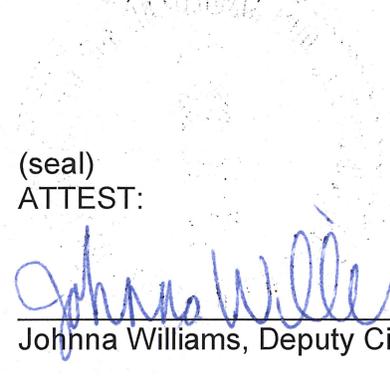
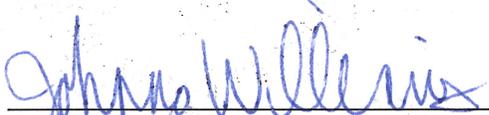
**Section 1.** The construction agreement between the City of Nevada, Missouri, and McInroy Contractors, LLC, of Nevada, Missouri, attached hereto and incorporated herein by reference is hereby approved.

**Section 2.** The City Manager is authorized and directed to execute the same in behalf of the City of Nevada, Missouri, and is authorized to take all reasonable steps necessary to comply with the terms of the agreement.

**Section 3.** This ordinance shall be in full force and effect from and after its passage and adoption.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri, this 22nd day of January, 2019.

(seal)  
ATTEST:

  
  
Johnna Williams, Deputy City Clerk

  
Brian L. Leonard, Mayor

**AGENDA ITEM**  
January 8, 2019

Subject: Clay, Sycamore & Alma Sewer Improvements

Department: Administration

Bids were solicited for the Clay, Sycamore & Alma Street Sewer Improvements. We received bids from four (4) contractors.

<b>Contractor</b>	<b>Bid</b>
McInroy Contractors, LLC, Nevada	\$522,673.93
Reed Dozing & Contracting, LLC, Nevada	\$688,381.10
Southard Construction Co., Joplin	\$696,059.00
Bennett, Inc., Lamar	\$735,281.00

The lowest and best bid was from McInroy Contractors, LLC, of Nevada, Missouri in the amount of \$522,673.93.

SECTION 00530  
**AGREEMENT FOR  
CONSTRUCTION SERVICES BETWEEN**  
**City of Nevada, MO - Owner**  
**and**  
**McInroy Contractors, LLC, Contractor**

THIS AGREEMENT, is made this 22<sup>nd</sup> day of January, 2019, 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:

**2019 Wastewater Collection System Improvements Section 1 and/or Section 2, and Add Alternate consisting of the installation of approximately 3,580 linear feet of 8" diameter gravity sewer line, 20 manholes, 32 service connections, approximately 465 linear feet of 4" diameter service lateral, restoration of existing surfaces, and all other work appurtenant thereto.**

And **WHEREAS**, Contractor will perform work for the owner as contemplated by the outline of Drawings and Specifications 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 numbers are as follows:

Alliance Water Resources  
16517 S. 1338 Road  
Nevada, MO 64772

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

**Phase I – Design and Development of Contract Documents**

1. **Responsibilities.** The Owner has developed a statement of the work to be performed as set forth in the Drawings and Specifications 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 – Shop Drawings.** 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. The Owner may require shop drawings from the contractor and/or any proposed sub-contractor or supplier if owner deems it relevant and helpful to fairly conclude the obligations of the agreement.

3. **Contract Documents.** The term "contract documents" means and includes the following:

- a. This Agreement, the Advertisement for Bids, the Instructions to Bidders and the Contractor's Bid
- b. Payment bond - form provided by Owner
- c. Performance bond - form provided by Owner
- d. General Conditions provided by Owner
- e. Drawings and Specifications for Work to be Performed
- f. Notice to Proceed
- g. Schedule of Prevailing Hourly Wage Rates
- h. Change Orders, if any, approved by both parties
- i. Additional Drawings and/or submittals approved by Owner
- j. Any contract addenda mutually approved by the parties
- k. Such shop drawings as are hereafter approved

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 upon completion of the work and reviewed and as appropriate approved for payment by the Owner's Representative consistent with the procurement policies of the Owner. An order to proceed will be issued upon approval and execution of this agreement.

5. **Construction and Protection of the Property.** Construction will be undertaken by Contractor following execution of the contract documents allowing a reasonable period to marshal men, materials and equipment at the site. The parties agree to allow 10 calendar days for marshalling on this project.

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. Before the Contract is let, owner has requested on form PW-2 the Annual Wage Order from the Department of Labor Standards (DLS), form PW-2. 290.250 and 290.325, RSMo.
- b. Not less than the prevailing hourly rate of wages, as set out in the Wage Order shall be paid to all workers performing work under the contract. 290.250, RSMo.
- c. The contractor will forfeit a penalty to the owner of \$100 per day or portion of a day for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. 290.250, RSMo and 8 CSR 30-3.010 to 3.060.

- d. 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.
- e. 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].
- f. Before final payment can be made, the contractor and all subcontractors must file their affidavit of compliance (form PW-4) with the Owner 290.290 and 290.325, RSMo. These forms must be faxed to the DLS, Jefferson City, Missouri, (573)-751-3721.

7. **Designation of Owners Inspector.** At any time Owner's Representative may designate a person other than himself 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 construction services compensation as provided in paragraph 4 above.

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

10. **Assignment and Sub-Contractors.** This Agreement may not be assigned by the Contractor and the Contractor cannot utilize sub-contractors unless specifically approved by Owner in writing and unless any such sub-contractors provide insurance coverage as required by the General Contractor.

11. **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.

12. **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.

13. **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.

14. **Commencement-Completion-Liquidated Damages.** The Contractor will commence the work required by the contract documents immediately when the notice to proceed is given, after allowing for any marshalling time provided for in paragraph 5, above, will be substantially complete within 120 calendar days and apply for final payment within 180 calendar days after the date of the

Notice to Proceed, unless the period for completion is extended by change order approved by all parties. This time allocation includes the marshalling time provided for herein. In the event the Contractor is assessed liquidated damages liquidated damages shall be the sum of \$450 per day until substantially complete and \$300 per day until final completion.

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

**\$522,673.93 plus or less any additional  
sum added or deleted by approved 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

CITY OF NEVADA, MISSOURI - (SEAL)

By: \_\_\_\_\_

J.D. Kehrman, City Manager

ATTEST:

\_\_\_\_\_  
Johnna Williams, Deputy City Clerk

(SEAL) N/A

McInroy Contractors, LLC - CONTRACTOR

By: \_\_\_\_\_

Richard A. McInroy II  
MEMBER / MANAGER - President

ATTEST:

\_\_\_\_\_  
GERI L. MCINROY  
Corporate Secretary  
MEMBER / MANAGER

NOTICE OF AWARD

TO: McInroy Contractors, LLC  
1291 E Highland Ave  
Nevada, MO 64772

PROJECT Description: 2019 WASTEWATER COLLECTION SYSTEM IMPROVEMENTS.

The OWNER has considered the BID submitted by you on December 11, 2018 for the above described WORK in response to its Advertisement for Bid and Instructions to Bidders.

You are hereby notified that your BID has been accepted in the amount of Five Hundred Twenty-Two Thousand, Six Hundred Seventy-Three and 93/100 DOLLARS (\$522,673.93).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND, and certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within fifteen (15) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 22nd day of January, 2019.

OWNER:

THE CITY OF NEVADA, MISSOURI

By [Signature]

Title: City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

By [Signature]

Title MEMBER/MANAGER

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SECTION 00610

Bond No MOC71529

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

McInroy Contractors, LLC  
1291 E Highland Ave  
Nevada, MO 64772

A corporation hereinafter called PRINCIPAL, and

Merchants Bonding Company (Mutual)  
(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266  
(Address of Surety)

are held and firmly bound unto Owner:

CITY OF NEVADA, MISSOURI  
110 S. Ash Street  
Nevada, MO 64772

hereinafter called OWNER, in the total aggregate penal sum of Five Hundred Twenty-Two Thousand, Six Hundred Seventy-Three and 93/100 DOLLARS (\$522,673.93) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns. Jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2019, a copy of which is attached hereto and made a part hereof for the construction of:

2019 Wastewater Collection System Improvements

NOW, THEREFORE, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and it does hereby waive notice of any such charge, extension of time, alteration or addition to the terms

of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that IT IS EXPRESSLY agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment" wherever used in this BOND, and whether referring to this BOND, the Contract or the Loan Documents shall include any alteration, addition, extension, or modification of any character whatsoever.

IN WITNESS WHEREOF, this instrument is executed in five counterparts, each one of which shall be deemed an original, this the 11<sup>th</sup> day of February 2019.

N/A  
(SEAL)

McInroy Contractors, LLC

Principal (Contractor)

By: [Signature]  
Richard D. McInroy II, President  
MEMBER / MANAGER

ATTEST:

[Signature]  
Principal's Secretary  
Geri McInroy  
MEMBER / MANAGER

Merchants Bonding Company (Mutual)

Full name of Surety

By: [Signature]  
Attorney in Fact for Surety  
Power to Attorney attached  
David S. Salavitch

Note: Date of Bond must not be prior to date of Contract.  
If Contractor is partnership, all partners must sign Bond.  
Surety executing bond must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in Missouri.  
Power of Attorney must be attached and dated the date of bond execution.

**MERCHANTS**  
**BONDING COMPANY**<sup>TM</sup>  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, David S Salavitch; Luke P Sealer; Robert L Cox II

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

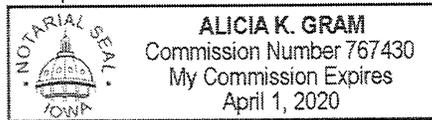


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



*William Warner Jr.*  
Secretary

SECTION 00615

**PAYMENT BOND**

**KNOW ALL PERSONS BY THESE PRESENTS:** that

McInroy Contractors, LLC  
1291 E Highland Ave  
Nevada, MO 64772

A corporation hereinafter called PRINCIPAL, and  
**Merchants Bonding Company (Mutual)**

(Name of Surety)

6700 Westown Pkwy, West Des Moines, IA 50266

(Address of Surety)

are held and firmly bound unto Owner:

CITY OF NEVADA, MISSOURI  
110 S. Ash Street  
Nevada, MO 64772

and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the Contract and to their successors and assigns in the total aggregate penal sum of Five Hundred Twenty-Two Thousand, Six Hundred Seventy-Three and 93/100 DOLLARS (\$522,673.93) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**The Condition of This Obligation** is such that whereas, the Principal entered into a certain Contract with the Owner, dated the 22nd day of January 2019, to which this bond is attached for the construction described in said contract;

**Now Therefore:** If the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the work provided for by such Contract, and any authorized extensions or modifications thereof, include all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work and for all labor cost incurred in such work including that by a Sub-Contractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal law; then this obligation shall be void, otherwise to remain in full force and effect.

**Provided,** that beneficiaries or claimants hereunder shall be limited to the Sub-Contractors, and person, firms and corporations having a direct Contract with the Principal or its Sub-Contractors.

**Provided further,** that said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or additions to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension or time, alterations or additional to the terms of this Contract or to the work or to the specifications.

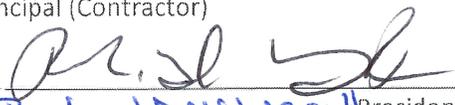
**Provided further**, that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner or Surety above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) after the expiration of one (1) year following the date of which Principal ceased work on said Contract, is being understood however, that if any limitation embodied in the bond is prohibited by any law controlling the construction thereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

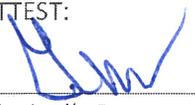
**Provided Further**, that it is expressly agreed that the bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract price more than 20 percent, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in the bond, and whether referring to the bond, the Contract or the loan documents shall include any alteration, addition, extension, or modification of any character whatsoever.

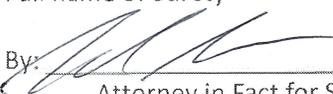
**Provided Further**, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In Witness Whereof, this instrument is executed in 5 or more counterparts, each one of which shall be deemed a duplicate original, the date and year first above written.

(SEAL) N/A

McInroy Contractors, LLC  
Principal (Contractor)  
By:   
Richard D. McInroy President  
Member / Manager

ATTEST:  
  
Geri L. McInroy  
Principal's Secretary MEMBER / MANAGER

Merchants Bonding Company (Mutual)  
Full name of Surety  
By:   
Attorney in Fact for Surety  
Power to Attorney attached  
David S. Salavitch

Note: Date of Bond must not be prior to date of Contract.  
If Contractor is partnership, all partners must sign Bond.  
Surety executing bond must appear on the Treasury Department's most current list  
(Circular 570, as amended) and be authorized to transact business in Missouri.  
Power of Attorney must be attached and dated the date of bond execution.

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, David S Salavitch; Luke P Sealer; Robert L Cox II

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

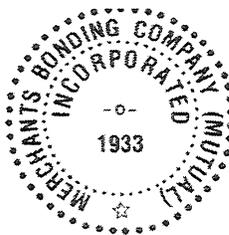
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

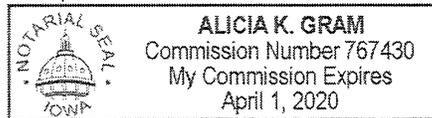


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 5th day of April 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this \_\_\_\_\_ day of \_\_\_\_\_



*William Warner Jr.*  
Secretary





ALLGEIER, MARTIN and ASSOCIATES, INC.  
———— Consulting Engineers ————

December 12, 2018

Mr. JD Kehrman, City Manager  
City of Nevada  
110 S. Ash Street  
Nevada, MO 64772

Re: 2019 Wastewater Collection System Improvements

Dear Mr. Kehrman:

The bids submitted December 11, 2018 for the above referenced project have been reviewed and confirmed McInroy Contractors, LLC of Nevada, Missouri as the apparent low bidder. McInroy has indicated that they intend to enter into a contract with the City to build the project and they appear to be capable of obtaining all necessary bonds and insurance, and performing the work specified.

It is our recommendation that the City award the base bid plus add alternate bid construction contract to McInroy Contractors, LLC of Nevada, MO in the amount of \$522,673.93. A tabulation of bids and copies of the proposed Notice of Award for the work have been included for your review and use. If the City concurs with this recommendation, please fully execute and return to our office five copies of the Notice of Award.

Once the partially executed Notice of Award document is received by our office, we will submit Contract Documents to the Contractor for execution and schedule a project preconstruction conference.

If you have any questions, don't hesitate to contact me.

Sincerely,

ALLGEIER, MARTIN and ASSOCIATES, INC.

Garrett Wagner, E.I.  
Project Manager

Enclosures

cc: Mr. Mark Mitchell, City of Nevada

Project: 2019 Wastewater Collection System Improvements  
 Location: Nevada, MO  
 Bid Date: December 11, 2018 at 11:00 am  
 Engineer: John Briggs, P.E., Garrett Wagner, E.I.

Item No.	Description	Unit	Quantity	Meinoy Contractors, LLC Nevada, MO		Reed Dazing and Contracting, LLC Shelton, MO		Southard Construction Co. Joplin, MO		Bennett, Inc. Lamar, MO	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	433	5.00	2,165.00	7.50	3,247.50	12.00	5,196.00	53.00	22,848.00
2	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	487	7.00	3,409.00	8.50	4,139.50	17.00	8,278.00	58.00	28,206.00
3	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	889	10.00	8,890.00	12.00	10,668.00	26.00	23,264.00	88.00	78,008.00
4	10-12" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	188	45.00	8,460.00	55.00	10,340.00	30.00	5,640.00	78.00	14,724.00
5	14-16" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	123	50.00	6,150.00	60.00	7,380.00	40.00	4,920.00	88.00	10,824.00
6	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & in Place	LF	1103	43.20	47,661.60	51.00	56,253.00	55.00	60,765.00	25.00	27,577.50
7	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & in Place	LF	1240	44.28	54,907.20	52.00	64,608.00	50.00	62,000.00	25.00	31,000.00
8	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & in Place	LF	2343	44.28	103,791.24	52.00	121,917.60	50.00	117,150.00	25.00	58,875.00
9	Pressure and Deflection Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	12	1.50	18.00	1.85	22.20	3.00	36.00	2.00	24.00
10	Hydrostatic Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	12	4,783.75	57,405.00	4,600.00	55,200.00	2,800.00	33,600.00	4,500.00	54,000.00
11	Type 148' Dia. Manhole Excavation, Mobilization, etc., Required to Complete Eriette	EA	20	300.00	6,000.00	185.00	3,700.00	500.00	10,000.00	500.00	10,000.00
12	Hydrostatic Testing of Type 148' Dia. Manholes, Complete	EA	12	3,129.85	37,558.20	1,650.00	19,800.00	2,400.00	28,800.00	1,500.00	18,000.00
13	Connection to Existing Manhole, Complete & in Place	EA	11	28.97	318.67	33.00	363.00	80.00	880.00	35.00	385.00
14	4" Sch. 40 PVC Sewer Service Lateral Line, Complete & in Place	LF	944	73.29	69,183.36	86.00	81,424.00	2,800.00	2,632.00	50.00	47.50
15	6" Sch. 40 PVC Sewer Service Lateral Line, Complete & in Place	LF	36	68.59	2,469.24	80.00	2,880.00	600.00	21,600.00	350.00	12,600.00
16	8" Sch. 40 PVC Sewer Service Lateral Line, Complete & in Place	LF	13	1,011.44	13,148.72	300.00	3,900.00	600.00	7,800.00	750.00	9,750.00
17	6" Sch. 40 PVC Sewer Service Lateral Line, Complete & in Place	LF	13	35.00	455.00	71.50	929.50	150.00	1,950.00	70.00	910.00
18	Asphalt or Concrete Pavement Repair and Replacement, Complete & in Place	LF	25	35.00	875.00	12.00	300.00	12.00	300.00	20.00	500.00
19	Crushed Stone Pavement Repair and Replacement, Complete & in Place	LF	3178	4.00	12,712.00	2.20	7,000.00	12.00	38,400.00	5.00	15,864.00
20	Type A Surface Restoration, Mobilization, etc., Required to Complete Eriette	EA	1	25,000.00	25,000.00	27,500.00	27,500.00	20,000.00	20,000.00	40,000.00	40,000.00
21	All Other Work, Equipment, Facilities, Bonding, Insurance, Mobilization, etc., Required to Complete Eriette	LS	1	250,000.00	250,000.00	275,000.00	275,000.00	200,000.00	200,000.00	400,000.00	400,000.00
<b>TOTAL SECTION 1 BID AMOUNT</b>				<b>\$ 2,500,000.00</b>	<b>\$ 26,000,016.00</b>	<b>\$ 27,500,000.00</b>	<b>\$ 281,931,500.00</b>	<b>\$ 309,246,000.00</b>	<b>\$ 439,246,000.00</b>		

Item No.	Description	Unit	Quantity	Meinoy Contractors, LLC Nevada, MO		Reed Dazing and Contracting, LLC Shelton, MO		Southard Construction Co. Joplin, MO		Bennett, Inc. Lamar, MO	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	113	10.00	1,130.00	77.00	8,701.00	18.00	2,034.00	68.00	7,776.00
2	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	608	31.34	19,054.72	86.00	52,500.00	26.00	15,808.00	68.00	41,536.00
3	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	127	20.22	2,567.94	22.00	2,781.40	45.00	5,715.00	25.00	3,175.00
4	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & in Place	LF	848	1.50	1,272.00	1.65	1,399.20	3.00	2,544.00	2.00	1,696.00
5	Pressure and Deflection Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	6	4,783.81	28,702.86	4,600.00	27,600.00	2,900.00	17,400.00	4,000.00	24,000.00
6	Type 148' Dia. Manhole Excavation, Mobilization, etc., Required to Complete Eriette	EA	46	287.50	13,212.50	165.00	7,590.00	500.00	23,000.00	500.00	23,000.00
7	Hydrostatic Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	1	27.88	27.88	33.00	33.00	200.00	200.00	250.00	250.00
8	Hydrostatic Testing of Type 148' Dia. Manholes, Complete & in Place	EA	549	818.67	449,830.43	330.00	181,170.00	600.00	327,000.00	350.00	194,250.00
9	4" Sch. 40 PVC Sewer Service Lateral Line, Complete & in Place	LF	12	50.00	600.00	77.00	924.00	150.00	1,800.00	70.00	840.00
10	4" Dia. Sewer Service Lateral Line Connection, Complete & in Place	EA	12	70.00	840.00	110.00	1,320.00	150.00	1,800.00	50.00	600.00
11	Asphalt or Concrete Pavement Repair and Replacement, Complete & in Place	LF	12	35.00	420.00	48.50	582.00	100.00	1,200.00	20.00	240.00
12	Crushed Stone Pavement Repair and Replacement, Complete & in Place	LF	25	4.00	100.00	3.30	82.50	6.00	150.00	5.00	125.00
13	All Other Work, Equipment, Facilities, Bonding, Insurance, Mobilization, etc., Required to Complete Eriette	LS	779	15,000.00	11,662,500.00	16,500.00	12,825,000.00	12,000.00	9,300,000.00	20,000.00	15,600,000.00
<b>TOTAL SECTION 2 BID AMOUNT</b>				<b>\$ 15,000,000.00</b>	<b>\$ 161,194,640.00</b>	<b>\$ 16,500,000.00</b>	<b>\$ 211,094,640.00</b>	<b>\$ 237,530,000.00</b>	<b>\$ 264,145,000.00</b>		

Item No.	Description	Unit	Quantity	Meinoy Contractors, LLC Nevada, MO		Reed Dazing and Contracting, LLC Shelton, MO		Southard Construction Co. Joplin, MO		Bennett, Inc. Lamar, MO	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	23	10.00	230.00	110.00	2,530.00	18.00	414.00	75.00	1,725.00
2	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	87	3.00	261.00	121.00	10,473.00	22.00	1,914.00	65.00	5,655.00
3	6" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	17	30.00	510.00	32.00	544.00	26.00	442.00	65.00	1,105.00
4	10-12" Deep Trench & Backfill for 8" Dia. Gravity Sewer Pipe, per Plans	LF	105	39.28	4,124.40	22.00	2,310.00	100.00	10,500.00	105.00	11,025.00
5	8" Dia. SDR 35 PVC Gravity Sewer Pipe and Pipe Bedding, Complete & in Place	LF	369	120.00	44,280.00	110.00	40,590.00	180.00	66,420.00	100.00	37,000.00
6	Concrete Encasement for 8" Dia. Gravity Sewer Pipe, Complete & in Place	LF	30	3.50	105.00	3.00	90.00	3.00	90.00	2.00	60.00
7	Pressure and Deflection Testing of 8" Dia. Gravity Sewer Pipe, Complete & in Place	EA	2	4,783.81	9,567.62	4,600.00	9,200.00	2,800.00	5,600.00	4,000.00	16,000.00
8	Type 148' Dia. Manhole Excavation, Mobilization, etc., Required to Complete Eriette	EA	2	287.50	575.00	165.00	330.00	500.00	1,000.00	500.00	1,000.00
9	Hydrostatic Testing of 8" Dia. Gravity Sewer Pipe, Complete	EA	0.5	27.88	13.94	33.00	16.50	165.00	200.00	100.00	200.00
10	Hydrostatic Testing of Type 148' Dia. Manholes, Complete & in Place	EA	7	3,040.00	21,280.00	1,650.00	11,550.00	2,400.00	16,800.00	1,500.00	10,500.00
11	Connection to Existing Manhole, Complete & in Place	EA	30	104.70	3,141.00	33.00	990.00	80.00	2,400.00	35.00	1,050.00
12	4" Sch. 40 PVC Sewer Service Lateral Line, Complete & in Place	LF	3	818.67	2,456.01	330.00	990.00	600.00	1,800.00	350.00	1,225.00
13	4" Dia. Sewer Service Lateral Line Connection, Complete & in Place	EA	25	45.00	1,125.00	77.00	1,925.00	150.00	3,750.00	70.00	1,750.00
14	Asphalt or Concrete Pavement Repair and Replacement, Complete & in Place	LF	60	30.00	1,800.00	55.00	3,300.00	100.00	6,000.00	20.00	1,200.00
15	Crushed Stone Pavement Repair and Replacement, Complete & in Place	LF	319	9.00	2,871.00	2.20	701.80	6.00	1,914.00	5.00	1,595.00
16	Type A Surface Restoration, Mobilization, etc., Required to Complete Eriette	EA	8	180.00	1,440.00	330.00	2,640.00	100.00	800.00	100.00	800.00
17	All Other Work, Equipment, Facilities, Bonding, Insurance, Mobilization, etc., Required to Complete Eriette	LS	1	10,000.00	10,000.00	11,000.00	11,000.00	10,000.00	10,000.00	25,000.00	25,000.00
<b>TOTAL ADD ALTERNATE BID AMOUNT</b>				<b>\$ 34,200.00</b>	<b>\$ 65,971.65</b>	<b>\$ 66,363.10</b>	<b>\$ 126,696.85</b>	<b>\$ 89,233.00</b>	<b>\$ 223,731.00</b>		
<b>TOTAL BID INCLUDING ADD ALTERNATE</b>				<b>\$ 152,693.03</b>	<b>\$ 656,658.00</b>	<b>\$ 686,363.10</b>	<b>\$ 1,314,228.45</b>	<b>\$ 1,497,763.00</b>	<b>\$ 1,728,297.00</b>		

\* Denotes mathematical error  
 This is to certify that at 11:00 am on December 11, 2018 at the City of Nevada City Hall in Nevada, MO the bids were publicly opened, read aloud, checked, and the above totals are correct as to the additions.  
 By: *Garrett Wagner*  
 Garrett Wagner, E.I.