

BILL NO. 2019-001

ORDINANCE NO. 8250

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SOUTHARD CONSTRUCTION COMPANY OF JOPLIN, MISSOURI FOR THE WATER TREATMENT PLANT PIPING 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 Southard Construction Company of Joplin, 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.

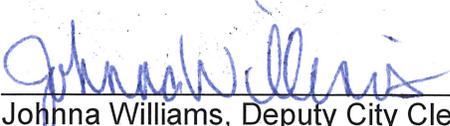
Section 3. This ordinance shall be in full force and effect from and after its passage and adoption.

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

(seal)
ATTEST:



Brian L. Leonard, Mayor



Johanna Williams, Deputy City Clerk

AGENDA ITEM
January 8, 2019

Subject: Water Treatment Plant Piping Improvements

Department: Administration

Bids were solicited for the Water Treatment Plant Piping Improvements. We received bids from five contractors.

Contractor	Bid
Southard Construction Co., Joplin	\$419,088.00
McInroy Contractors, LLC, Nevada	\$431,498.01
Lathrop Construction, Inc., Nevada	\$459,084.00
Branco Enterprises, Inc., Neosho	\$474,970.00
CDL, Pittsburg KS	\$644,428.57

The lowest and best bid was from Southard Construction Company of Joplin, Missouri in the amount of \$419,088.00.

SECTION 00530

**AGREEMENT FOR
CONSTRUCTION SERVICES BETWEEN**

City of Nevada, MO - Owner

and

Southard Construction Company of Joplin, Inc., Contractor

THIS AGREEMENT, is made this 22nd 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 construction project it describes as:

Water Treatment Plant Piping Improvements consisting of the installation of approximately 415 L.F. of 16" diameter and 417 L.F. of 12" diameter water lines, valves, and appurtenances and the replacement of piping within the high service pump room at the water treatment facility.

And **WHEREAS**, Contractor will perform work for the Owner as contemplated by the outline of Drawings/City of Nevada Standard Specifications for Water System Construction Materials and Methods/Supplemental 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/City of Nevada Standard Specifications for Water System Construction Materials and Methods/Supplemental 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.

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 \$350 per day until final completion.

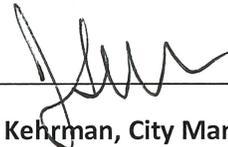
15. **Total Contract Price.** The Contractor will be paid compensation constituting the Total Contract Price which, for the project which is:

\$419,086.00 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.

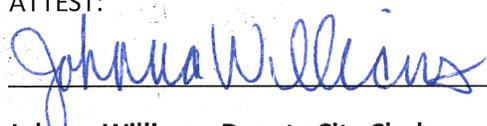
CITY OF NEVADA, MISSOURI - (SEAL)

OWNER

By:  _____

J.D. Kehrman, City Manager

ATTEST:

 _____

Johnna Williams, Deputy City Clerk

(SEAL)

SOUTHARD CONSTRUCTION COMPANY

OF JOPLIN, INC. – CONTRACTOR

By:  _____

_____, **President**

ATTEST:

 _____

Corporate Secretary

END OF SECTION 00530

SECTION 00610

PERFORMANCE BOND

Bond Number 136356

KNOW ALL PERSONS BY THESE PRESENTS: that

Southard Construction Company of Joplin, Inc.
5371 County Road 200
Joplin, MO 64801

A corporation hereinafter called PRINCIPAL, and

Universal Surety Company

(Name of Surety)

P.O. Box 80468, Lincoln, NE 65801

(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 Four Hundred Nineteen Thousand, Eighty-Six and 00/100 DOLLARS (\$419,086.00) 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, a copy of which is attached hereto and made a part hereof for the construction of:

Water Treatment Plant Piping 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 4th day of February, 2019.

Southard Construction Company of Joplin, Inc.

Principal (Contractor)

(SEAL)

By: Lester Southard
_____, President

ATTEST:

[Signature]
Principal's Secretary

Universal Surety Company

Full name of Surety

By: [Signature]
Attorney in Fact for Surety Sandra Burnett
Power to Attorney attached

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.

END OF SECTION 00610

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Kelly R. Watson, Odessa, Missouri or Steven L. Nicholson, Village of Loch Lloyd, Missouri
or Erle D. Benton or Chandler H. Cullor, Leawood, Kansas or Sandra Burnett, Raymore, Missouri

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:
"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.
IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2018.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter

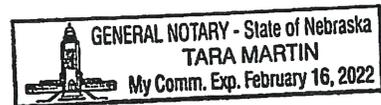


State of Nebraska }
County of } ss. Lancaster

By _____ Secretary/Treasurer President

On this 16th day of February, 2018, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2022. Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this _____ day of _____, 20_____.

Philip C. Abel

Director



SECTION 00615

PAYMENT BOND

Bond Number 136356

KNOW ALL PERSONS BY THESE PRESENTS: that

Southard Construction Company of Joplin, Inc.
5371 County Road 200
Joplin, MO 64801

A corporation hereinafter called PRINCIPAL, and

Universal Surety Company

(Name of Surety)

P.O. Box 80468, Lincoln, NE 65801

(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 Four Hundred Nineteen Thousand, Eighty-Six and 00/100 DOLLARS (\$419,086.00) 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)

Southard Construction Company of Joplin, Inc.
Principal (Contractor)

By: *Lester Southard*
_____, President

ATTEST:

[Signature]
Principal's Secretary

Universal Surety Company
Full name of Surety

By: *[Signature]*
Attorney in Fact for Surety Sandra Burnett
Power to Attorney attached

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.

END OF SECTION 00615

UNIVERSAL SURETY COMPANY

Lincoln, Nebraska

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That the **UNIVERSAL SURETY COMPANY**, a corporation of the State of Nebraska having its principal office in the City of Lincoln, Nebraska, pursuant to the following Bylaw, which was adopted by the Board of Directors of the said Company on July 23, 1981, to wit:

"Article V-Section 6. **RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.** The President or any Vice President, acting with any Secretary or Assistant Secretary, shall have the authority to appoint Resident Vice Presidents and Attorneys-In-Fact, with the power and authority to sign, execute, acknowledge and deliver on its behalf, as Surety: Any and all undertakings of suretyship and to affix thereto the corporate seal of the corporation. The President or any Vice President, acting with any Secretary or Assistant Secretary, shall also have the authority to remove and revoke the authority of any such appointee at any time."

Kelly R. Watson, Odessa, Missouri or Steven L. Nicholson, Village of Loch Lloyd, Missouri
or Erle D. Benton or Chandler H. Cullor, Leawood, Kansas or Sandra Burnett, Raymore, Missouri

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf, as Surety:
Any and all undertakings of suretyship

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its offices in Lincoln, Nebraska, in their own persons.

The following Resolution was adopted at the Regular Meeting of the Board of Directors of the **UNIVERSAL SURETY COMPANY**, held on July 23, 1981:

"RESOLVED, That the signatures of officers of the Company and the seal of the Company may be affixed by facsimile to any Power of Attorney executed in accordance with Article V-Section 6 of the Company Bylaws: and that any such Power of Attorney bearing such facsimile signatures, including the facsimile signature of a certifying Assistant Secretary and facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking or contract of suretyship to which it is attached."

All authority hereby conferred shall remain in full force and effect until terminated by the Company.

IN WITNESS WHEREOF, **UNIVERSAL SURETY COMPANY** has caused these presents to be signed by its President and its corporate seal to be hereunto affixed this 16th day of February, 2018.

Carol J. Clark

UNIVERSAL SURETY COMPANY

Curt L. Hartter



State of Nebraska }
County of } ss.
 } Lancaster

By

President

On this 16th day of February, 2018, before me personally came Curtis L. Hartter, to me known, who being by me duly sworn, did depose and say that (s)he resides in the County of Lancaster, State of Nebraska; that (s)he is the President of the **UNIVERSAL SURETY COMPANY**, the corporation described in and which executed the above instrument; that (s)he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; that (s)he signed (his) (her) name by like order; and that Bylaw, Article V-Section 6, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

Tara Martin



My Commission Expires February 16, 2022.

Notary Public

I, Philip C. Abel, Director of **UNIVERSAL SURETY COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said **UNIVERSAL SURETY COMPANY**, which is still in full force and effect.

Signed and sealed at the City of Lincoln, Nebraska this _____ day of _____, 20_____.

Philip C. Abel

Director



ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/29/2019

PRODUCER SOUTHWEST AGENCY, INC. P. O. BOX 735 CARTHAGE, MO 64836-1614 417 358-4041	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Southard Construction Co of Joplin Inc 5371 County Road 200 Joplin, MO 64801	INSURER A: Auto-Owners Insurance	
	INSURER B: Risk Innovations LLC	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <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 type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	75480336	06/01/18	06/01/19	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$50,000
						MED EXP (Any one person)	\$5,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____	4000064000	06/01/18	06/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ _____ DEDUCTIBLE RETENTION \$	4000064002	06/01/18	06/01/19	EACH OCCURRENCE	\$9,000,000
						AGGREGATE	\$9,000,000
							\$
							\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WCV6167273	06/01/18	06/01/19	<input type="checkbox"/> WC STATUTORY LIMITS <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
City of Nevada is listed as an additional insured as their interest may appear.

CERTIFICATE HOLDER City of Nevada 110 S Ash St Nevada, MO 64772	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Chris Shaemaker</i>
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

NOTICE OF AWARD

TO: Southard Construction Company of Joplin, Inc.
5371 Country Road 200
Joplin, MO 64801

PROJECT Description: WATER TREATMENT PLANT PIPING 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 Four Hundred Nineteen Thousand, Eighty-Six and 00/100 DOLLARS (\$419,086.00).

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 President

this the 29th day of Jan., 2019



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: Water Treatment Plant Piping Improvements

Dear Mr. Kehrman:

The bids submitted December 11, 2018 for the above referenced project have been reviewed and confirmed Southard Construction Company of Joplin, Missouri as the apparent low bidder. Southard Construction 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 construction contract to Southard Construction Company of Joplin, Inc., in the amount of \$419,086.00. 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.

John Briggs, P.E.
Project Manager

Enclosures

cc: Mr. Mark Mitchell, City of Nevada



ALLGEIER, MARTIN and ASSOCIATES, INC.
 Consulting Engineers

7231 E. 24th Street | Joplin, MO 64804 | 417.680.7200

Branch Offices: Kansas City, Rolla and Springfield
 Tabulation of Bids

Project: Water Treatment Plant Piping Improvements
Location: Nevada, MO

Bid Date: December 11, 2018 at 10:00 am
Engineer: John Briggs, P.E.

Item No.	Unit	Quantity	Southard Const. Co. Joplin, MO		McInroy Contractors, LLC Nevada, MO		Lathrop Construction, Inc. Nevada, MO	
			Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	LF	417	\$ 105.00	\$ 43,785.00	\$ 93.35	\$ 38,926.95	\$ 158.00	\$ 65,886.00
2	LF	415	\$ 152.00	\$ 63,080.00	\$ 122.55	\$ 50,858.25	\$ 202.00	\$ 83,830.00
3	EA	3	\$ 4,600.00	\$ 13,800.00	\$ 3,910.45	\$ 11,731.35	\$ 2,975.00	\$ 8,925.00
4	EA	6	\$ 8,660.00	\$ 51,960.00	\$ 7,160.17	\$ 42,961.02	\$ 6,700.00	\$ 40,200.00
5	EA	2	\$ 3,472.00	\$ 6,944.00	\$ 4,121.74	\$ 8,243.48	\$ 2,400.00	\$ 4,800.00
6	EA	2	\$ 4,200.00	\$ 8,400.00	\$ 6,560.45	\$ 13,120.90	\$ 4,420.00	\$ 8,840.00
7	EA	2	\$ 5,800.00	\$ 11,600.00	\$ 5,278.26	\$ 10,556.52	\$ 6,200.00	\$ 12,400.00
8	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 3,850.44	\$ 7,700.88	\$ 4,200.00	\$ 8,400.00
9	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,302.07	\$ 5,302.07	\$ 5,500.00	\$ 5,500.00
10	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 4,803.98	\$ 4,803.98	\$ 5,800.00	\$ 5,800.00
11	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,100.00	\$ 7,100.00
12	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 2,201.57	\$ 2,201.57	\$ 3,200.00	\$ 3,200.00
13	LF	417	\$ 4.00	\$ 1,668.00	\$ 5.00	\$ 2,085.00	\$ 5.00	\$ 2,085.00
14	LF	415	\$ 6.00	\$ 2,490.00	\$ 5.00	\$ 2,075.00	\$ 5.00	\$ 2,075.00
15	LF	70	\$ 150.00	\$ 10,500.00	\$ 40.00	\$ 2,800.00	\$ 90.00	\$ 6,300.00
16	LF	65	\$ 150.00	\$ 9,750.00	\$ 40.00	\$ 2,600.00	\$ 105.00	\$ 6,825.00
17	LF	8	\$ 150.00	\$ 1,200.00	\$ 40.00	\$ 320.00	\$ 75.00	\$ 600.00
18	LF	689	\$ 6.00	\$ 4,134.00	\$ 10.00	\$ 6,890.00	\$ 12.00	\$ 8,268.00
19	LS	1	\$ 23,600.00	\$ 23,600.00	\$ 23,000.00	\$ 23,000.00	\$ 21,850.00	\$ 21,850.00
20	LS	1	\$ 20,175.00	\$ 20,175.00	\$ 20,500.00	\$ 20,500.00	\$ 18,200.00	\$ 18,200.00
21	LS	1	\$ 72,000.00	\$ 72,000.00	\$ 144,819.04	\$ 144,819.04	\$ 132,000.00	\$ 132,000.00
22	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00
			TOTAL BASE BID		\$ 419,086.00		\$ 437,496.01	

		Branco Enterprises, Inc. Neosho, MO		CDL Pittsburg, KS	
Item No.	Unit Quantity	Unit Price	Extended Total	Unit Price	Extended Total
1	12" Dia. Class 52 Restrained Joint Ductile Iron Pipe	LF 417	\$ 160.00 \$ 66,720.00	\$ 416.78	\$ 173,797.26
2	16" Dia. Class 52 Restrained Joint Ductile Iron Pipe	LF 415	\$ 210.00 \$ 87,150.00	\$ 446.50	\$ 185,297.50
3	12" Dia. M.J. Gate Valve and Valve Box	EA 3	\$ 3,700.00 \$ 11,100.00	\$ 4,208.33	\$ 12,624.99
4	16" Dia. M.J. Gate Valve and Valve Box	EA 6	\$ 7,700.00 \$ 46,200.00	\$ 9,827.83	\$ 58,966.98
5	Remove and Replace Existing 6" M.J. Gate Valve & Valve Box	EA 2	\$ 2,550.00 \$ 5,100.00	\$ 2,600.00	\$ 5,200.00
6	Remove and Replace Existing 12" M.J. Gate Valve & Valve Box	EA 2	\$ 5,000.00 \$ 10,000.00	\$ 4,300.00	\$ 8,600.00
7	Fire Hydrant w/6" Dia. D.I. Lead Pipe, 6" Dia. Gate Valve and Valve Box	EA 2	\$ 5,350.00 \$ 10,700.00	\$ 11,342.00	\$ 22,684.00
8	Connect to Existing 6" Diameter Water Line	EA 2	\$ 1,550.00 \$ 3,100.00	\$ 6,944.00	\$ 13,888.00
9	Connect to Existing 10" Diameter Water Line	EA 1	\$ 4,800.00 \$ 4,800.00	\$ 6,400.00	\$ 6,400.00
10	Connect to Existing 12" Diameter Water Line	EA 1	\$ 5,700.00 \$ 5,700.00	\$ 7,218.00	\$ 7,218.00
11	Connect to Existing 16" Diameter Water Line	EA 1	\$ 4,600.00 \$ 4,600.00	\$ 7,778.00	\$ 7,778.00
12	1" Diameter Service Tap	EA 1	\$ 1,600.00 \$ 1,600.00	\$ 1,521.00	\$ 1,521.00
13	Flushing, Pressure, and Leak Testing, and Disinfection of 12" Dia. Water Lines	LF 417	\$ 8.00 \$ 3,336.00	\$ 6.91	\$ 2,881.47
14	Flushing, Pressure, and Leak Testing, and Disinfection of 16" Dia. Water Lines	LF 415	\$ 9.00 \$ 3,735.00	\$ 6.94	\$ 2,880.10
15	Asphalt Pavement Repair and Replacement	LF 70	\$ 220.00 \$ 15,400.00	\$ 22.83	\$ 1,598.10
16	Concrete Pavement Repair and Replacement	LF 65	\$ 210.00 \$ 13,650.00	\$ 27.70	\$ 1,800.50
17	Sidewalk Repair and Replacement	LF 8	\$ 450.00 \$ 3,600.00	\$ 75.00	\$ 600.00
18	Type A Surface Restoration	LF 689	\$ 11.00 \$ 7,579.00	\$ 11.03	\$ 7,599.67
19	Proposed Meter Vault A	LS 1	\$ 15,000.00 \$ 15,000.00	\$ 20,344.00	\$ 20,344.00
20	Proposed Meter Vault B	LS 1	\$ 14,500.00 \$ 14,500.00	\$ 20,344.00	\$ 20,344.00
21	High Service Pump Discharge Piping Replacement	LS 1	\$ 80,000.00 \$ 80,000.00	\$ 62,805.00	\$ 62,805.00
22	Mobilization, Bonding, Insurance, and Any Other Work	LS 1	\$ 61,400.00 \$ 61,400.00	\$ 19,600.00	\$ 19,600.00
TOTAL BASE BID			\$ 474,370.00	\$ 644,428.57	*

* Denotes mathematical error

This is to certify that at 10:00 am on December 11, 2018 at the City of Nevada City Hall in Nevada, MO the bids were publicly opened, read aloud, checked, above totals are correct as to the additions.

By  John Briggs, P.E.