

BILL NO. 2016-012

ORDINANCE NO. 8099

A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH APAC-CENTRAL, INC. OF SPRINGFIELD, MISSOURI FOR THE 2016 SALES TAX STREET IMPROVEMENTS.

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

Section 1. The agreement attached hereto and incorporated herein by reference is approved as a contractual obligation of the City of Nevada, Missouri.

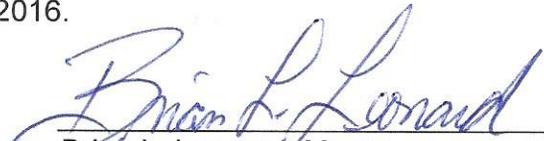
Section 2. The Mayor and City Clerk are hereby authorized and directed to execute said agreement on behalf of the City of Nevada, Missouri and to affix the municipal seal thereto and to attest the same.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Nevada, Missouri on this 17th day of May, 2016.

(seal)
ATTEST:



Johnna Williams, Deputy City Clerk


Brian L. Leonard, Mayor

AGENDA ITEM
May 3, 2016

Subject: 2016 Street Improvement Bid and Contract

Department: Public Works

Three bids were received for the 2016 Street Improvements – Blevins Asphalt, Emery Sapp and Sons and Apac-Central, Inc:

Blevins Asphalt \$473,605.98

Emery Sapp and Sons \$551,800.65

Apac-Central, Inc. \$409,896.55

This ordinance will accept the lowest bid (\$409,896.55) and authorize the execution of an agreement with APAC-Central, Inc. of Springfield for the 2016 Sales Tax Street Improvements.

This project is budgeted under account # 200-5-4100-410

CONTRACT

THIS CONTRACT made and entered into this 17th day of May, 2016, by and between APAC-Central, Inc hereinafter called "Contractor" and the City of Nevada, Missouri, a municipal corporation, hereinafter called "City".

WITNESSETH: That whereas the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for construction the following City improvements:

2016 Summer Sales Tax Street Improvements
BITUMINOUS RESURFACING AND CURB & GUTTER

The parties to this Contract agree to the following:

1. Manner and Time for Completion. The Contractor agrees with the City to furnish all supervision, labor, tools, equipment, materials, and supplies necessary to perform the Work and to perform said Work at the Contractor's own expense in accordance with the Contract documents and any applicable City ordinances and state and federal laws with the project to be completed by August 31, 2016, as stipulated in the Notice to Proceed, which shall be issued by the Field Operations Director within 60 days after the date of this Contract.

2. Prevailing Wage. It is agreed that all labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri.

The Contractor will forfeit a penalty to the contracting public body 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 according to section 290.250, RSMo.

3. Insurance. It is agreed that the Contractor shall procure and maintain during the life of this contract, with the City of Nevada, Missouri as an Additional Insured on the Certificates of Insurance, the following:

The Contractor's General Public Liability and Property Damage Insurance, including vehicle coverage, issued to the Contractor shall protect the Contractor and the Owner from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor and shall also include coverage for Products and/or Completed Operations. Insurance shall

be written with a combined single limit for injury and/or property damage liability of not less than \$2,000,000 per occurrence and with an aggregate of not less than \$2,000,000. Insurance shall also provide a per project endorsement.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

The Contractor and/or subcontractor shall maintain Automobile Public Liability and Property Damage Insurance to protect it from any and all claims arising from the use of the following in the execution of the Work: a) Its own automobiles and trucks. b) Hired automobiles and trucks. c) Automobiles and trucks not owned by the Contractor and/or subcontractor. The insurance shall cover the use of the automobiles and trucks both on and off the site of the Project. The minimum amounts of such insurance shall be the same as required for Public Liability and Property Damage Insurance.

The Contractor and/or subcontractor shall purchase and maintain such insurance as will protect it from claims under workmen's compensation, disability benefit and other similar employee benefit acts. This amount shall be in accordance with statutory limits.

The Contractor and/or subcontractor shall furnish the City prior to beginning the Work, satisfactory proof of carriage of all the insurance required by this Contract, with the provision that policies shall not be cancelled, modified, or non-renewed without ten days written notice to the City of Nevada.

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

5. Liquidated Damages. The Field Operations Director may, at his discretion, deduct \$250.00 from any amount otherwise due under this contract for every day the Contractor fails or refuses to prosecute the Work, or any separable part thereof, with such diligence as will insure the completion by the time above specified, or any extension thereof, or fails to complete the Work by such time, providing that the City does not terminate the right of the Contractor to proceed.

6. Mobilization. The contractor shall notify the Field Operations Director or his designee 24 hours prior to mobilizing to perform each phase of the work as provided for in this contract. Said notification is required to allow the city to notify property owners of construction affecting their property. Failure to comply with this section or failure to mobilize in accordance with notification will be subject to \$150.00 penalty. Penalty shall not be assessed due to inclement weather.

7. Changes in the Work. The City may at any time, as the need arises, order changes within the scope of the Work without invalidating this Contract. The Field Operations Director shall authorize all such changes. An equitable adjustment shall be authorized by Change Order if such changes increase or decrease the amount due under this Contract, or in the time required for performance of the Work. Change Orders shall also be used to adjust quantities of installed units that are different than those shown in the Bid Schedule because of final measurements.

8. Termination. The City reserves the right to terminate this Contract by giving at least five days' prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contract be adjudged a bankrupt, or if the Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor or for any of its property, or if the Contractor should refuse or fail to make prompt payment to any person supplying labor or material for the Work under the Contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the Contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of this Contract, City ordinances, and state and federal laws.

10. Guards and Lights. The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

11. Indemnity.

11.1 The Contractor agrees to defend, indemnify, and save the City harmless from and against all claims, suits and actions of every description, brought against the City and from all damage and costs by reason or on account of any injuries or damages received or sustained by any person or persons, or their property, by the Contractor, its servants, agents or

subcontractors in the construction of said Work, or by any negligence or carelessness in the performance of same, or on account of any act or omission of the Contractor, its servants, agents or subcontractors, or arising out of the award of this Contract to the Contractor.

11.2 The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays and expenses in any manner caused by, arising out of, or connected with this Contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

12. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done and for all the materials used in the construction of the Work to be completed pursuant to this Contract.

13. Payment. The City will pay the Contractor in accordance with the rate set forth in the bid forms with quantities calculated as established in the technical specifications, attached hereto and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments, as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the Work to be paid for in such progress payments in conformance with the Contract.

14. Contract Documents. The Contract documents shall consist of the following:

- | | |
|-------------------------------------------------------------|-----------------------------------------|
| a. This Contract | h. Statement of Bidder's Qualifications |
| b. All Change Orders | i. Acknowledgement |
| c. Bid Plans and Specifications | j. Contract Bond |
| d. Standard General Conditions and Technical Specifications | k. Instruction to bidders |
| e. Special Conditions and Provisions | l. Notice to Proceed |
| f. Proposal | |
| g. Notice to Contractor | |

This Contract, together with the other documents enumerated in this paragraph, forms the Contract between the parties. These documents are as fully a part of the Contract as if attached hereto or repeated herein.

15. Subsurface Conditions. The Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what

subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

16. The Contractor agrees to abide by Executive Order 11246, as amended, and Title VI of the Civil Rights Act of 1964, pertaining to equal employment, by complying with the following:

16.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin.

Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

16.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

17. OSHA Requirement.

17.1 The Contractor agrees to comply with section 292.675 set forth by the Missouri State Statute which requires the contractor and any subcontractor under such contractor all on-site employees to provide documentation of their completed ten-hour training program through OSHA.

17.2 Any contractor that fails to provide such documentation on on-site employees shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor and/or subcontractor for each calendar day, or portion thereof, such employee(s) without the required training.

17.3 Whenever there is a period of excessive unemployment in this state, every person who is charged with the duty, either by law or contract, of constructing or building any public works project or improvement for the state or any political subdivision, municipal corporation or other governmental unit thereof shall employ only Missouri laborers and laborers from nonrestrictive states on such project or improvement, and every contract let by any such person shall contain a provision requiring that such labor be used, except that other laborers may be used when Missouri

laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the contracting officer, pursuant to sections 290.55 through 290.580, RSMo.

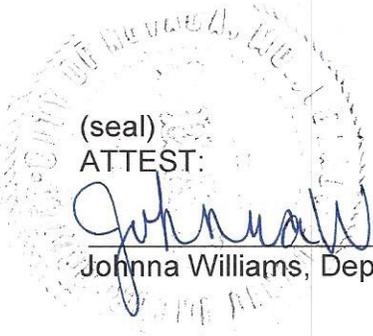
- 17.4 Every transient employer, as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: 1) The notice of registration for employer withholding issued to such transient employer by the director of Revenue; 2) Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and 3) The notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under section 285.234, RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by that statute.
18. Interest of Contractor Certain Officials and Others.
 - 18.1 The Contractor covenants that it has no interest, direct or indirect, in the Project Area or any parcels therein or any other interest that would conflict in any manner or degree with the performance of the services required under this Contract.
 - 18.2 No members or delegates to the Congress of the United States of America, and no Resident Commissioners, shall be admitted to any share or part of this Contract or to any benefit to arise herefrom.
19. Conflict of Interest. In accepting this Contract, the Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Nevada, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this Contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.
20. Nondiscrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of the Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.
21. Notices. All notices required to be in writing may be given by first class mail addressed to the Fields Operation Manager, City of Nevada at 501 South Jefferson, Nevada, Missouri 64772, and the Contractor at the address indicated above. The date of delivery of any notice shall be the second full day after the day of its mailing.

22. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Vernon County, Missouri.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and seal, and the City of Nevada executes this Contract by its Mayor.

THE CITY OF NEVADA, MISSOURI

By: Brian L. Leonard
Brian L. Leonard, Mayor



(seal)
ATTEST:

Johnna Williams
Johnna Williams, Deputy City Clerk

CONTRACTOR:

By: [Signature]
APAC-Central, Inc.

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

Bond Number: 8244-19-22

CONTRACTOR:

(Name, legal status and address)

APAC - Central, Inc.
P.O. Box 1187
Springfield, MO 65801

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
15 Mountain View Rd.
Warren, NJ 07059
State of Inc: Indiana

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: 5/17/2016

Amount: \$409,896.55

Description: (Name and location)

2016 Summer Sales Tax Street Improvement Bituminous Resurfacing & Curb and Gutter

BOND

Date: 6/2/2016

(Not earlier than Construction Contract Date)

Amount: \$409,896.55

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

APAC - Central, Inc.

Signature:

Name Douglas Fronick

And Title: Est. manager

(Any additional signatures appear on the last page of this Performance Bond)

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Marsh

Marsh USA Inc.
15 West South Temple, Suite 700
Salt Lake City, UT 84101

SURETY

Company: (Corporate Seal)

Federal Insurance Company

Signature:

Name

And Title: Tina Davis, Attorney-in-Fact

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

§ 1 The Contractor and 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 when applicable to participate in a conference as provided in Section 3.

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

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 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 a 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 Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 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, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Section 5.4, and the Owner refuses the payment 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.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, 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. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .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 Section 5; and
- .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.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 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, successors and assigns.

§ 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 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 a declaration of 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.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments 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.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 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

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address

Address

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

Bond Number: 8244-19-22

CONTRACTOR:

(Name, legal status and address)

APAC - Central, Inc.
P.O. Box 1187
Springfield, MO 65801

SURETY:

(Name, legal status and principal place of business)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059
State of Inc: Indiana

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: 5/17/2016

Amount: \$409,896.55

Description: (Name and location)

2016 Summer Sales Tax Street Improvements Bituminous Resurfacing & Curb and Gutter

BOND

Date: 6/2/2016

(Not earlier than Construction Contract Date)

Amount: \$409,896.55

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

APAC - Central, Inc.

Signature:

Name Douglas Froniek

And Title: Est. manager

(Any additional signatures appear on the last page of this Payment Bond)

SURETY

Company:

(Corporate Seal)

Federal Insurance Company

Signature:

Name Tina Davis, Attorney-in-Fact

And Title:

(FOR INFORMATION ONLY – Name, address and telephone)

AGENT or BROKER:

Marsh USA Inc.
15 West South Temple, Suite 700
Salt Lake City, UT 84101

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

§ 1 The Contractor and 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, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 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 Surety under this bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 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 the payment of any costs or expenses of any

Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 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.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, 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.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

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

§ 16 Definitions

§ 16.1 **Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 **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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of the 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.

§ 16.3 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 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)

Signature: _____
Name and Title:
Address

SURETY

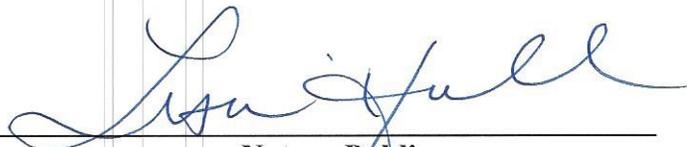
Company: _____
(Corporate Seal)

Signature: _____
Name and Title:
Address

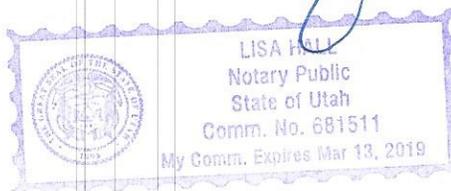
SURETY ACKNOWLEDGMENT

STATE OF UTAH }
COUNTY OF SALT LAKE } **SS**

On this 2ND day of JUNE, 2016, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint Tina Davis, Lisa Hall, Linda Lee Nipper and Lindsey Plattner of Salt Lake City, Utah -----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **October, 2014**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **16th** day of **October, 2014** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 16, 2019**

Kath J Adelaar

Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **JUNE 2, 2016**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, APAC-Central, Inc. as Principal, and Federal Insurance Company as Surety, are hereby held and firmly bound unto the City of Nevada, Missouri as owner in the penal sum of Five Percent (5%) of Amount Bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 26th day of April, 2016

The condition of the above obligation is such that whereas the Principal has submitted to City of Nevada a certain Bid attached hereto and hereby made a part hereof to enter into a contract in writing for the 2016 Summer Sales Tax Street Improvements Project.

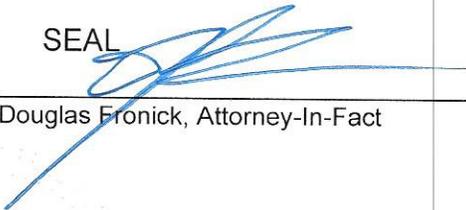
NOW THEREFOR,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

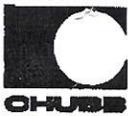
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by the extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL
By: 
Douglas Fronick, Attorney-In-Fact

APAC-Central, Inc. (L.S.)
Principal

Michael J. Eshleman, Vice President



**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **Brandon Lefevre, Murry E. Cline and David L. Foster of Fayetteville, Arkansas; Doug Fronick and Michael J. Eshleman of Springfield, Missouri; Kristopher McClanahan and Joshua W. Davis of Tulsa, Oklahoma**, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Central, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **21st** day of **March, 2016**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

David B. Norris, Jr.

David B. Norris, Jr., Vice President



STATE OF NEW JERSEY

ss.

County of Somerset

On this **21st** day of **March, 2016** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2019**

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"Except as otherwise provided in these By-Laws or by law or as otherwise directed by the Board of Directors, the President or any Vice President shall be authorized to execute and deliver, in the name and on behalf of the Corporation, all agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and the seal of the Corporation, if appropriate, shall be affixed thereto by any of such officers or the Secretary or an Assistant Secretary. The Board of Directors, the President or any Vice President designated by the Board of Directors may authorize any other officer, employee or agent to execute and deliver, in the name and on behalf of the Corporation, agreements, bonds, contracts, deeds, mortgages, and other instruments, either for the Corporation's own account or in a fiduciary or other capacity, and, if appropriate, to affix the seal of the Corporation thereto. The grant of such authority by the Board or any such officer may be general or confined to specific instances."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **26th** day of **April, 2016**.



Dawn M. Chloros
Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

SUBMISSION OF BIDS:

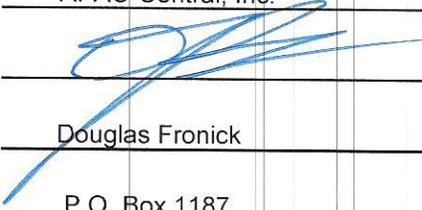
Bids must be priced, signed and returned (with all necessary attachments) to the office of the City Clerk by the closing date and time specified.

The bidder must respond to this RFB by submitting all data required herein in order for the bid to be evaluated and considered for award.

Written assurance that the quoted rate/price will be honored for at least 30 days to allow for reasonable and expeditious processing by City staff and the City Council.

Date: April 26, 2016

Company Name: APAC-Central, Inc.

Authorized Signature: 

Name (please Print): Douglas Fronick

Company address: P.O. Box 1187
Springfield, MO 65801

Phone: 417-868-6700

Email: david.andrews@apac.com

**2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER
CITY OF NEVADA, MISSOURI**

Proposal of APAC-Central, Inc. (hereinafter called "Bidder")* a corporation, organized and existing under the laws of the State of Delaware,* a partnership, or an individual doing business as a Corporation.

To the City of Nevada, Missouri (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the 2016 Summer Sales Tax Street Improvements – BITUMINOUS RESURFACING AND CURB & GUTTER, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before June 1, 2016, as will be specified in the written "Notice to Proceed" of the Owner and to fully complete the project by August 31, 2016 as stipulated in the specifications. Bidder further agrees to pay as liquidated damages as provided in Paragraph 5 of the Contract.

Bidder acknowledges receipt of the following addendum:

N/A

*Insert corporation, partnership or individual as applicable.

The contract will be awarded on the lowest Bid if said Bid does not exceed the amount of funds available by the owner to finance the contract. If the Bid exceeds such an amount, the Owner may reject all bids.

Bidder agrees to perform all the Work described in the specifications and shown on the plans, for the following unit prices:

**BID PRICING SHEET
2016 SUMMER SALES TAX STREET IMPROVEMENTS
BITUMINOUS RESURFACING AND CURB & GUTTER**

Bid					
<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1.0	8,255	Curb & Gutter	LF	\$ <u>12.20</u>	\$ <u>100,711.60</u>
2.0	4,195	Plant Mix Bituminous Surface (without shingles)	TON	\$ <u>67.85</u>	\$ <u>284,630.75</u>
3.0	245,548	Milling	Sq Ft	\$ <u>.10</u>	\$ <u>24,554.80</u>
TOTAL BASE BID:					\$ <u>409,896.55</u>

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, business license etc., to cover the finished work requested.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, the bidder will execute the formal contract attached within ten days and deliver a Surety Bond or Bonds as required by Item 11 of the Instructions to Bidders. The bid security attached in the sum of 5% of the total bid amount is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully Submitted,

By: 
Douglas Fronick

Title: Estimating Manager

Company Name: APAC-Central, Inc.

(SEAL - if bid is by a corporation)

Address: P.O. Box 1187

Springfield, MO 65801

Company Phone: 417-868-6700

Company Fax: 417-868-6785

**NOTE: The bidder understands that the City reserves the right to add, delete or adjust any or all items of the project to bring the project with budgetary limitations or other considerations.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT LIMITS NOT LISTED BELOW.

This is to Certify that

APAC-CENTRAL, INC.
PO Box 9208
Fayetteville, AR 72703

NAME AND
ADDRESS
OF INSURED



Liberty Mutual
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY								
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED										
WORKERS COMPENSATION	9/1/2016		WA7-C8D-004095-025 WC7-C81-004095-015	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: -025: All States except OH, ND, WA, WY								
				-015: WI	<table border="1"> <tr> <th colspan="2">EMPLOYERS LIABILITY</th> </tr> <tr> <td>Bodily Injury by Accident</td> <td>\$1,000,000 Each Accident</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Policy Limit</td> </tr> <tr> <td>Bodily Injury By Disease</td> <td>\$1,000,000 Each Person</td> </tr> </table>		EMPLOYERS LIABILITY		Bodily Injury by Accident	\$1,000,000 Each Accident	Bodily Injury By Disease	\$1,000,000 Policy Limit
EMPLOYERS LIABILITY												
Bodily Injury by Accident	\$1,000,000 Each Accident											
Bodily Injury By Disease	\$1,000,000 Policy Limit											
Bodily Injury By Disease	\$1,000,000 Each Person											
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	9/1/2016		TB2-C81-004095-115 -Per Project Aggregate included.	General Aggregate								
				\$2,000,000								
				Products / Completed Operations Aggregate								
				\$2,000,000								
				Each Occurrence								
				\$2,000,000								
				Personal & Advertising Injury								
				\$2,000,000 Per Person / Organization								
				Other Damage to Premises Rented to You: \$250,000								
				Other Medical Exp: \$5,000								
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	9/1/2016		AS2-C81-004095-125	Each Accident—Single Limit								
				\$2,000,000								
				B.I. And P.D. Combined								
				Each Person								
				Each Person								
				Each Accident or Occurrence								
				Each Accident or Occurrence								
OTHER Automobile policy	9/1/2015 - 9/1/2016		AS2-C81-054502-525	Physical Damage only -\$10,000 Comp -\$10,000 Coll								

RETRO DATE

ADDITIONAL COMMENTS

Re: 2016 Summer Sales Tax Street Improvements City of Nevada is listed as additional insured with regards to the auto and general liability policies where required by written contract.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST 30 DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

Liberty Mutual
Insurance Group

Certificate Holder

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

Stanley S. Esposito, Jr.

Stan Esposito

AUTHORIZED REPRESENTATIVE

Pittsburgh / 0387
12 Federal Street, Ste. 310
Pittsburgh

PA 15212-5706 412-231-1331

5-25-16

OFFICE

PHONE

DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10