

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

Municipal
Pipe Tool Co. LLC

DOCUMENT 004100 - BID FORM

Project Identification: DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

This Bid is Submitted to: City of Moberly, Missouri
101 West Reed Street
Moberly, MO 65270

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
- 2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.
- 3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum Number	Addendum Date
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 5.03 of the General Conditions, and (2) reports and drawings of a Hazardous Environmental Condition, if any, which has been identified in the Supplementary Conditions as provided in paragraph 5.06 of the General Conditions.
- E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

Type text here

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
 - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work as indicated in the Bidding Documents.
 - H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
 - I. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.
 - J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- 4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

DOWNTOWN SEWER REHABILITATION					
CITY OF MOBERLY, MISSOURI –					
No.	Item	Estimated Quantity	Unit	Unit Price	Extension
1	MOBLIZATION (4%)	1	LS	\$ 41,720	\$ 41,720
2	CCTV and Light Cleaning (6-inch to 18-inch)	16200	LF	\$ 3.58	\$ 57,915
3	Heavy Cleaning (up to 10-inch pipe)	2100	LF	\$ 3.58	\$ 7,507
4	Heavy Cleaning (12-inch and 15-inch pipe)	9500	LF	\$ 5.50	\$ 52,250
5	Heavy Cleaning (18-inch pipe)	3000	LF	\$ 7.70	\$ 23,100
6	Point Repair 5-foot (or less); 8 and 10-inch Pipe	8	EA	\$ 9,375	\$ 75,000
7	Point Repair 5-foot (or less); 12 and 15-inch Pipe	8	EA	\$ 9,375	\$ 75,000
8	Point Repair 5-foot (or less); 18-inch Pipe	4	EA	\$ 9,375	\$ 37,500
9	8-Inch Main Sewer CIPP	800	LF	\$ 45.66	\$ 36,530
10	10-Inch Main Sewer CIPP	300	LF	\$ 50.36	\$ 15,108.75
11	12-Inch Main Sewer CIPP	3500	LF	\$ 48.09	\$ 168,306.75
12	15-Inch Main Sewer CIPP	700	LF	\$ 66.21	\$ 46,346.75
13	18-Inch Main Sewer CIPP	1400	LF	\$ 84.75	\$ 118,650
14	Storm Inlet Rehabilitation - Type A	15	EA	\$ 8,925	\$ 133,875
15	Storm Inlet Rehabilitation - Type B	4	EA	\$ 7,975	\$ 39,900
16	Sewer Manhole Replacement – Less than 6-foot Depth	3	EA	\$ 10,500	\$ 31,500
17	Sewer Manhole Replacement – Greater than 6-foot Depth to 9-foot Depth	5	EA	\$ 12,600	\$ 63,000
18	Sewer Manhole Replacement – Greater than 9-foot Depth to 12-foot Depth	5	EA	\$ 16,860	\$ 84,000
19	Sewer Manhole Replacement – Greater than 12-foot Depth to 15-foot Depth	2	EA	\$ 21,000	\$ 42,000

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

DOWNTOWN SEWER REHABILITATION					
CITY OF MOBERLY, MISSOURI –					
No.	Item	Estimated Quantity	Unit	Unit Price	Extension
TOTAL PRICE BASE BID (Use Figures)					\$ <u>149,211.25</u>

Unit prices have been computed in accordance with paragraph 13.03 of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents. Unit price definitions are included in the City's Standard Specifications for Sanitary Sewer Systems.

UNIT PRICE SCHEDULE DEFINITIONS

Unless noted below, Unit prices are defined in the City of Moberly's Standard Specifications for Sewer Construction.

- A. Item 1. Mobilization: A lump sum payment not to exceed four (4) percent of the total bid amount that will be made to the Contractor with the first monthly progress payment as a reasonable amount to start project.
- B. Item 2. CCTV and Light Cleaning (6 to 18-Inch)
 - a. This section refers to cleaning and CCTV of the mainline sanitary sewer pipe to determine mainline rehabilitation methods. Preliminary Cleaning and CCTV of the main sewer shall be paid per linear foot (LF) of the physical mainline sewer segment length for complete CCTV of the mainline sewer segment.
 - b. Cleaning shall include light cleaning necessary to verify the rehabilitation method for each main sewer segment that includes CIPP lining and point repairs. Heavy cleaning with root cutters and mechanical chains and tap trimming are included in the cost of this item.
 - c. No additional payment will be made for mainline sewer segments requiring reverse set-up or for locating manholes to perform complete CCTV.
 - d. Contractor shall submit preliminary CCTV along with mainline rehabilitation recommendations prior to payment of Line Item 2. CCTV data shall be reviewed and approved by Owner/Engineer prior to payment being made.
- C. Items 3-5. Heavy Cleaning
 - a. This section refers to heavy cleaning to facilitate CCTV of the mainline sanitary sewer pipe to determine mainline rehabilitation methods. Heavy Cleaning of the main sewer shall be paid per linear foot (LF) of the physical mainline sewer segment length.
 - b. Heavy cleaning will be performed if the debris present in a pipe segment cannot be removed by light cleaning. Heavy cleaning with root cutters and mechanical chains and tap trimming are included in the cost of this item.
 - c. Contractor shall submit preliminary CCTV along with mainline rehabilitation recommendations prior to payment of Line Item 3-5. CCTV data shall be reviewed and approved by Owner/Engineer prior to payment being made.

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

D. Items 6-8. Point Repair

- a. This section refers to open cut replacement of 8-inch to 18-inch pipe. Replacement of sewer pipe by open cut excavation will be measured and paid by Each (EA) point repair completed. The point repair includes up to five (5) linear feet of pipe installed and active service laterals located within the point repair. The cost of the pipe replacement will be paid according to the appropriate pipe diameter and surface type installed in accordance with Form XXXX Adjustment Unit Prices.
- b. All active service laterals exposed during open cut point repair construction shall be reestablished by installing a new connection and five (5) horizontal feet of service lateral. The cost for installing the connection and the first five (5) horizontal feet of service lateral replacement shall be included in the open cut point repair work item.
- c. All costs associated with this item including, but not limited to, locating the pipe to be repaired, determining the location, depth, and length of the open cut point repair, verifying the laterals are active by CCTV lateral inspection and/or dye testing, the installation of sewer pipe, connections to existing sewer system, pipe fittings, coordination with utilities in direct conflict for relocation, restoring active service connections, rebuilding of outside drop at manhole if open cut point repair located adjacent to manhole, and five (5) horizontal feet of service lateral are to be included in the appropriate Adjustment Unit Price for the pipe size and surface type.
- d. Contractor shall submit CCTV of completed open cut point repair on lines not receiving CIPP prior to payment. CCTV shall show the points of coupling between existing and new pipes.

E. Items 9-13. Cured-In-Place-Pipe (CIPP) Lining

- a. This section refers to the CIPP rehabilitation of 8 to 18-inch diameter sanitary sewer pipe. CIPP sewer pipe will be measured per linear foot (LF) installed.
- b. All costs associated with the installation of CIPP including, but not limited to, all cleaning of the sewer required to install the CIPP, cutting of protruding service connections, investigation and determination of active services, installation of CIPP end seals (water stops), reinstatement and cleaning of outside manhole drops, locating manholes, verifying pipe depth, CIPP installation and curing, reinstating active services, coordination with lateral liner installer to ensure lateral CIPP liners are able to be installed post CIPP, obtaining material samples for CIPP sewer segment testing, testing of material samples including all associated shipping and testing costs, and post-rehabilitation CCTV inspection and reports shall be included in the Adjustment Unit Price for the diameter of CIPP installed.
- c. Contractor shall submit post lining CCTV prior to payment. CCTV data shall be reviewed and approved by Owner/Engineer prior to payment being made. CCTV shall show the post lining condition with all service lateral connections cut and polished.

F. Item 14. Storm Inlet Rehabilitation – Type A

- a. This section refers to Storm Inlet Rehabilitation that includes installing PVC Tee to provide sewer gas odor relief. Storm Inlet Rehabilitation will be measured per unit each (EA). All costs associated with this item are to be included in the Adjustment Unit Price Line Item.
- b. Type A Rehabilitation does not need modification to bottom of existing structure to provide the minimum depth between New Tee and bottom of the inlet.
- c. All work associated with this item including, but not limited to, removal of debris, surface preparation, pavement restoration, placing concrete, and curing of concrete, shall be included in the Adjustment Unit Price.

G. Item 15. Storm Inlet Rehabilitation – Type B

- a. This section refers to Storm Inlet Rehabilitation that includes installing PVC Tee to provide sewer gas odor relief. Storm Inlet Rehabilitation will be measured per unit

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

each (EA). All costs associated with this item are to be included in the Adjustment Unit Price Line Item.

- b. Type B Rehabilitation will require demolition of the existing inlet bottom to create minimum depth required between Tee and bottom of the Storm Inlet.
- c. All work associated with this item including, but not limited to, removal of debris, surface preparation, pavement restoration, placing concrete, and curing of concrete, shall be included in the Adjustment Unit Price.

H. Sewer Manhole Replacement – Remove existing manhole and replace with new manhole in accordance with the City of Moberly Standard Specifications for Sanitary Sewer Systems.
Type text here
Quantities are estimated; locations of manholes to be replaced will be determined after CCTV inspections

- 6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with paragraph 15.06.B of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.
- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security;
 - B. List of Major Subcontractors;
 - C. Statement of Bidder's Qualifications
 - D. Affidavit of Work Authorization
- 8.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

SUBMITTED on SEPTEMBER 2, 2024.

If Bidder is:

An Individual

Name (typed or printed): _____

By _____ (SEAL)
(Individual's signature)

Doing business as _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By : _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____
Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: Municipal Pipe Tool Company LLC (SEAL) NO SEAL

State of Incorporation: ILLINOIS

Type: General Business, Professional, Service, Limited Liability

By _____ Sharon Waschkat

(Signature -- attach evidence of authority to sign)

Name (typed or printed): SHARON WASCHKAT

Title: COO

Attest Sharon Waschkat

(Signature of Corporate Secretary)

Business address: 515 5TH STREET, PO BOX 398, HUDSON, IA 50643

Phone No.: 319-988-4205 FAX No.: 319-988-3506

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

A Joint Venture

Joint Venturer Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

Joint Venture Name: _____ (SEAL)

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____ FAX No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

END OF DOCUMENT 004100

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

DOCUMENT 004300 – BID FORM SUPPLEMENTS

INDEX FOR BID FORM SUPPLEMENTS

Bid Bond

List of Major Subcontractors

Statement of Bidder's Qualifications

Affidavit of Work Authorization

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

LIST OF MAJOR SUBCONTRACTORS

The names of Subcontractors to be used for the Work shall be entered in the spaces provided below as required by Paragraph SC-7.07.B of the Supplementary Conditions. Upon award of a contract, the named Subcontractors shall be used. The completed List of Major Subcontractors shall become a part of the Contract Documents.

Substitution of Subcontractors shall be as outlined by the provisions of the General Conditions. Substitutions shall be subject to concurrence of the Owner and shall be confirmed by Change Order.

Failure to furnish all information requested in the listing may be cause for rejection of the Bid.

<u>Area of Work</u>	<u>Name of Subcontractor</u>
1. <u>Dig</u>	<u>O'neill excavating</u>
2. <u>Traffic Control</u>	<u>SW Missouri Traffic Mancg.</u>
3. _____	_____

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder for the Work included in the Contract Documents shall submit with their Bid the data requested in the following schedule of information. This data must be included in and made a part of each Bid and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Bidder's proposal.

- (1) NAME OF BIDDER: Municipal Pipe Tool Company LLC
- (2) BUSINESS ADDRESS: 515 5TH STREET, PO BOX 398, HUDSON, IA 50643
- (3) WHEN ORGANIZED: 2007 ^{For} LLC (4) WHERE INCORPORATED: 11/1/1967
- (5) IF NOT INCORPORATED, STATE TYPE OF BUSINESS AND PROVIDE YOUR FEDERAL TAX IDENTIFICATION NUMBER:
—
- (6) Number of years engaged in contracting business under present firm name: 50+ YEARS
- (7) If you have done business as a different name, give name and location:
Municipal Pipe Tool Company TIN: NO YES
- (8) Have you ever failed to complete any work awarded to your company? If, so, where and why?
NO
- (9) Have you ever defaulted on a Contract? NO
- (10) Provide a list of a minimum of three (3) similar contracts completed within the last five (5) years of equal or greater value, including description and value of each (attach additional sheet if necessary):
MERRIAM, KS - 2022 STORM PIPE LINING IMPROVEMENTS - BHC: RANDALL GORTON
GLASCO, KS - SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS - SCHWAB EATON: JARED BROOKS
EDGERTON, KS - 7TH & NELSON SANITARY SEWER REHAB - TREKK: AMY GRALAPP
ALL WORK MPT HAS COMPLETED ATTACHED
- (11) List of projects currently in progress (attach additional sheet if necessary):

ATTACHED

#11 - CURRENT CONTRACTS

OWNER	PROJECT NAME	FOOTAGE	SIZE
ALBERT LEA, MN	2024 CIPP REHAB PROJECT	2,131	10" & 18"
ANETA, ND (KPH)	WATER & SEWER IMPROVEMENTS 2022 WATER REPLACEMENT & SEWER REHAB	16,289	8"-12"
AUBURN, NE	SANITARY SEWER REHABILITATION	5,145	8"
BISMARCK, ND	SEWER UTILITY PROJECT NO. 95	9,030	8 & 10"
BRANSON, MO	SANITARY SEWER CIPP LINING & SYSTEM REHAB	4,963	8"
CORYDON, IA	SANITARY SEWER SYSTEM REHAB 2024	5,234	8"-12"
DELOIT, IA	2024 SANITARY SEWER SYSTEM IMPROVEMENTS	8,941	8"
ELLIOTT, IA	2023/2024 SANITARY SEWER LINING IMPROVEMENTS	3,008	6"
ENTERPRISE, KS	CIPP SEWER REHABILITATION	545	8" & 12"
FARGO, ND (KEY CONTRACTING)	NR-24-A1 STORM LS #27	130	78"X42MM
GARNER, IA (MCKINNESS)	2024 STORM SEWER IMPROVEMENTS	621	10"
HARMONY, MN (BRUENING ROCK)	2024 STREET & UTILITY IMPROVEMENTS PROJECT	945	8"
HARVEY, ND	SEWER IMPROVEMENT DISTRICT	5,361	12", 18" & 24"
HUMBOLDT, SD (H&W)	2023 STREET & UTILITY IMPROVEMENTS	2,193	8"
JOPLIN, MO	ARPA SANITARY SEWER RENOVATIONS	29,606	8, 10,12
LA VISTA, NE (NL & L CONCRETE)	EAST LA VISTA SEWER & PAVEMENT REHABILITATION PROJECT	11,794	8 & 15"
LE GRAND, IA	GRAND VIEW	276	8"
LEON, IA	2023 SANITARY SEWER SYSTEM REHABILITATION	4,983	8 & 10"
MOUNT VERNON, IA	2024 SANITARY SEWER REHAB	7,208	6-12"
MUSCATINE, IA (HUERE CONST)	FULLIAM AVE CONSTRUCTION PHASE 2	130	12" & 24"
NEOLA, IA	X	410	8"
OMAHA, NE (ERIKSEN)	OPW 53597 6TH & LEAVENWORTH GRIT FACILITY IMPROVEMENTS	823	40"
OMAHA, NE (ON CALL)	OPW 54215, ON-CALL CIPP - LINE ITEM BID	70,715	8,10,12,15,18,2 1,24,27,30"
OMAHA, NE (RPL)	OPW 51685 CSO 212 - 64TH AVE & WILLIAM ST.	5,465	8,10,12,15,21,2 7,30"
PHILIP, SD	NORTHEAST SANITARY SEWER IMPROVEMENTS	1,780	8"
SIOUX CITY, IA	FY2024 UTILITY LINING PROJECT	4,700	8, 15 & 24"
SPEARFISH, SD	2024 SANITARY SEWER CIPP LINING	6,446	8 & 12"
SUGAR VALLEY LAKE, MOUND CITY, KS	SUGAR VALLEY LAKE HOME ASSOC.	270	24"
WEST FARGO, ND 9CC STEEL)	Project No. 1348: Sanitary Sewer Rehabilitation CORE AREA -ALLEYS AND REAR YARDS	23,425	8"

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

AFFIDAVIT OF WORK AUTHORIZATION

STATE OF IOWA)

COUNTY OF BLACK HAWK

On this 2ND day of SEPTEMBER, 2024, before me appeared
SHARON WASCHKAT, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is SHARON WASCHKAT, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the COO of Municipal Pipe Tool Company LLC and I am duly authorized, directed, and/or

Title

Business Name

empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall

participate in said program with respect to all employees working in connection with the contracted services related to
05-79-06034 with

Project Number
the EDA GRANT AWARD. I have attached documentation to this affidavit to evidence enrollment/participation
Funding Recipient
by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in

connection to work under the within state contract agreement with the EDA GRANT AWARD, an alien who does
not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Section 285.525 through 285.555, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the State of Missouri.

In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

AFFIDAVIT OF WORK AUTHORIZATION

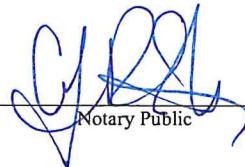
DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Sharon Waschler

Affidavit Signature

Subscribed and sworn to before me this 2ND day of SEPTEMBER, 20 24.



Notary Public

My Commission expires: 07/29/2025



MUNICIPAL PIPE TOOL

515 5TH ST
PO BOX 390
HUDSON, IA 50643
PHONE: 319-988-4205
www.munipipe.com

July 10, 2024

To whom it may concern:

Sharon Waschkat, Chief Operations Officer, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

Kyle Armbrecht Production Manager, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

Todd Patterson, Fleet/Sales Manager, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

Mark Kaler, President, is authorized to sign contracts, bonds and bids for Municipal Pipe Tool Company, LLC.

If you have any questions, please feel free to contact me at 319-988-4205.

Sincerely,

Sharon Waschkat

Sharon Waschkat, Chief Operations Officer

Our Core Values:
Safety - Unity - Relationships - Determination - Results

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

BID BOND

EJCDC® C-430, Bid Bond (Penal Sum Form).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers.

Bidder Name: Municipal Pipe Tool Co., LLC Address (<i>principal place of business</i>): P. O. Box 398 Hudson, IA 50643-0398	Surety Name: Merchants Bonding Company (Mutual) Address (<i>principal place of business</i>): P.O. Box 14498 Des Moines, IA 50306-3498
Owner Name: City of Moberly Address (<i>principal place of business</i>): 101 W. Reed Street Moberly, MO 65270	Bid Project (<i>name and location</i>): Downtown Sewer Rehabilitation, City of Moberly, Missouri Bid Due Date: September 3, 2024
Bond Penal Sum: Five Percent of the Total Amount Bid (5%) Date of Bond: August 1, 2024	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Municipal Pipe Tool Co., LLC By: <u>Sharon Waschkat</u> (Signature)	Surety Merchants Bonding Company (Mutual) By: <u>Kate Zanders</u> (Signature) (Attach Power of Attorney)
Name: <u>Sharon Waschkat</u> (Printed or typed) Title: <u>COD</u>	Name: Sara Huston (Printed or typed) Title: Attorney-in-Fact
Attest: <u>Courtney Schumacher</u> (Signature) Name: <u>Courtney Schumacher</u> (Printed or typed) Title: <u>Witness to Bidder</u>	Attest: <u>Kate Zanders</u> (Signature) Name: Kate Zanders (Printed or typed) Title: Witness as to Surety
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



IMPORTANT – Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570) and be authorized to transact business in Missouri.

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the

DOWNTOWN SEWER REHABILITATION
CITY OF MOBERLY, MISSOURI

provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Bailey Beach; Ben Williams; Brian J Oestreich; Brian M Deimler; Cameron M Burt; Colby D White; Craig E Hansen; D Gregory Stitts; Dione R Young; Donald E Appleby; Douglas Muth; Ginger Hoke; Grace Rasmussen; Graydon Dotson; Greg Krier; Jamie Gifford; Jay D Freiermuth; Jennifer Marino; Jessica Jean Rini; Jessie Allen; Joe Tiernan; John Cord; Joshua R Loftis; Kate Zanders; Keeton Welch; Mark R DeWitt; Mark Sweigart; Mary Ashley Allen; Melinda C Blodgett; Michelle Morrison; Michelle R Gruis; Nathan Weaver; Nicole Stillings; R C Bowman; Rachel Thomas; Sandra M Engstrum; Sara Huston; Sarah C Brown; Seth D Rooker; Taylor Fogle; Ted Jorgensen; Tim McCulloh; Todd Bengford

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

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

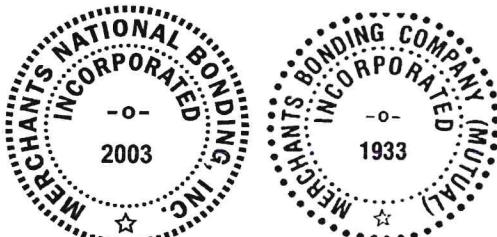
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings,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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July 2024.



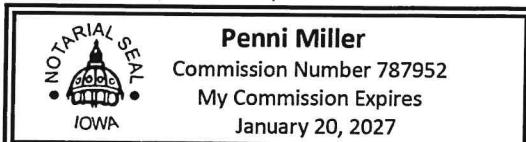
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

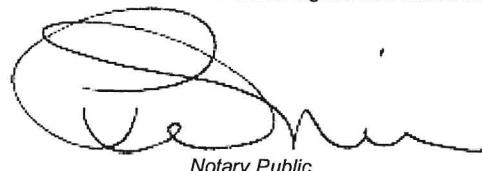
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



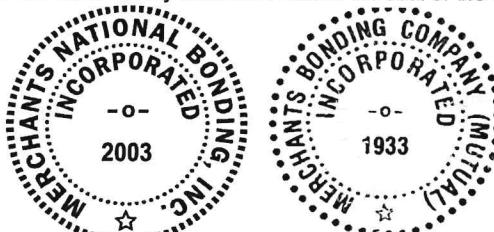
(Expiration of notary's commission does not invalidate this instrument)



Notary Public

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of August 2024.



Secretary