

DOWNTOWN SEWER REHABILITATION  
CITY OF MOBERLY, MISSOURI

Smico  
Contracting Group  
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
_____	_____
_____	_____
_____	_____
_____	_____

- 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

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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.

- 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):

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CITY OF MOBERLY, MISSOURI –					
No.	Item	Estimated Quantity	Unit	Unit Price	Extension
1	MOBLIZATION (4%)	1	LS	\$47,674	\$ 47,674.-
2	CCTV and Light Cleaning (6-inch to 18-inch)	16200	LF	\$4.60	\$ 74,520.-
3	Heavy Cleaning (up to 10-inch pipe)	2100	LF	\$9.40	\$ 19,740.-
4	Heavy Cleaning (12-inch and 15-inch pipe)	9500	LF	\$10.60	\$ 100,700.-
5	Heavy Cleaning (18-inch pipe)	3000	LF	\$10.60	\$ 31,800.-
6	Point Repair 5-foot (or less); 8 and 10-inch Pipe	8	EA	\$3,160.-	\$ 25,280.-
7	Point Repair 5-foot (or less); 12 and 15-inch Pipe	8	EA	\$3,340.-	\$ 26,720.-
8	Point Repair 5-foot (or less); 18-inch Pipe	4	EA	\$4,140.-	\$ 16,560.-
9	8-Inch Main Sewer CIPP	800	LF	\$33.60	\$ 26,880.-
10	10-Inch Main Sewer CIPP	300	LF	\$54.40	\$ 16,320.-
11	12-Inch Main Sewer CIPP	3500	LF	\$74.20	\$ 259,700.-
12	15-Inch Main Sewer CIPP	700	LF	\$99.80	\$ 69,860.-
13	18-Inch Main Sewer CIPP	1400	LF	\$130.50	\$ 182,784.-
14	Storm Inlet Rehabilitation - Type A	15	EA	\$8,170.-	\$ 122,550.-
15	Storm Inlet Rehabilitation - Type B	4	EA	\$9,420.-	\$ 37,680.-
16	Sewer Manhole Replacement – Less than 6-foot Depth	3	EA	\$7,790.-	\$ 23,370.-
17	Sewer Manhole Replacement – Greater than 6-foot Depth to 9-foot Depth	5	EA	\$10,360.-	\$ 51,800.-
18	Sewer Manhole Replacement – Greater than 9-foot Depth to 12-foot Depth	5	EA	\$12,480.-	\$ 62,400.-
19	Sewer Manhole Replacement – Greater than 12-foot Depth to 15-foot Depth	2	EA	\$21,600	\$ 43,200.-



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DOWNTOWN SEWER REHABILITATION					
CITY OF MOBERLY, MISSOURI –					
No.	Item	Estimated Quantity	Unit	Unit Price	Extension
TOTAL PRICE BASE BID (Use Figures)					\$1,239,538.1

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.



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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

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- 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. 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.

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SUBMITTED on Sept 3rd, 20 24

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: Snyco Contracting Group (SEAL)

State of Incorporation: Missouri

Type: ☐ General Business, ☐ Professional, ☐ Service, ☒ Limited Liability

By Darryl Smith  
*(Signature -- attach evidence of authority to sign)*

Name (typed or printed): Darryl Smith

Title: President

Attest Mitchell Lee  
*(Signature of Corporate Secretary)*

Business address: 740 NE County Rd CC  
Concordia MO 64020

Phone No.: 816 229 2244 FAX No.: \_\_\_\_\_



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**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

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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

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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



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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.

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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>NONE.</u>
2. _____	_____
3. _____	_____

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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: Smico Contracting Group LLC
- (2) BUSINESS ADDRESS: PO Box 563 Odessa MO 64076
- (3) WHEN ORGANIZED: 10-1-2014 Missouri (4) WHERE INCORPORATED: Missouri
- (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: 10
- (7) If you have done business as a different name, give name and location: \_\_\_\_\_
- (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):  
Please see attached
- (11) List of projects currently in progress (attach additional sheet if necessary):  
Please see attached



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AFFIDAVIT OF WORK AUTHORIZATION

STATE OF Missouri )

COUNTY OF Jackson  
Lafayette

On this 3 day of Sept, 20 24, before me appeared  
Darryl Smith, 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 Darryl Smith, 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 President of Smico Contracting Group 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 City of Moberly, 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 City of Moberly, an alien who does  
Funding Recipient  
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  
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I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

  
Affidavit Signature

Subscribed and sworn to before me this 3rd day of September, 2024.

  
Notary Public

My Commission expires:





Company ID Number: 1204494

Approved by:

<b>Employer</b> Smico Contracting Group LLC	
<b>Name (Please Type or Print)</b> Michelle Israelite	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/06/2017
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 06/08/2017



# Smico Contracting Group LLC

PO Box 563  
Odessa, MO 64076

Office- (816)229-2244  
[smicoconstruction@smico1.com](mailto:smicoconstruction@smico1.com)

## Company Biography

Smico Contracting Group is a fully qualified and highly skilled professional organization with over 100 years of combined experience. Smico Contracting Group LLC was incorporated October 1<sup>st</sup> 2014 in the State of Missouri. Smico Contracting Group comes from a lineage of success. SMI-CO Construction Inc was formed in 1981 and operated through 2014 with the transition of Ron Smiths retirement in 2014. Darryl Smith the son of Ron Smith carried on his legacy and started a new legacy with Smico Contracting Group.

Smico Contracting Group service area encompasses Missouri and the quad State area. Smico Contracting Group currently contracts approximately 8 million dollars in projects annually. Specializing in Program/ Project management, Water and Wastewater treatment plant rehabs and service, Installation of new lift stations, Rehabilitation of existing Lift stations. Cure in Place Pipe, Manhole Lining, CCTV inspections, Manhole inspections and asset inspections and coding.

Smico Contracting Group is fully insured and through our long-time insurance provider The Robert Miller Group located in Kansas City, MO.

Smico Contracting Group proudly holds a zero-recordable accident rate for the past five years. We strive to maintain this record through continuous training programs covering the following areas: Site operations, OSHA 10-hour, OSHA 30- hour, and OSHA competent person training, vehicle operations and accident preventability countermeasure program, confined space and lock out tag out program, spill recovery program, daily and weekly tool box meetings, and mandatory safety stand down program.

Quality assurance is second most importance next to safety. Daily, and weekly spot inspections from Foreman ensure containment, while crew training and experience is core to quality assurance for project.

Smico Contracting Group is a proud member of NASSCO with members holding PACP, LACP, and MACP certification.

Smico Contracting Group is a proud member of Missouri Rural Water Association, Kansas Rural Water Association, and MWWC.

Smico Contracting Group has selected product manufactures based on the highest quality standards, and through continued training, coordination with suppliers and product knowledge continues to provide our customers with high quality product lines, knowledgeable workforce, and superior product installation.

Smico Contracting Group has no outstanding Federal and State income tax withholdings and unemployment insurance payments

Smico Contracting Group LLC has not been rescinded or debarred from any bidding, contractual, procurement, or other such programs by federal, state or local entities.

Smico Contracting Group is current on payment of Federal and State income tax withholdings and unemployment insurance payments

Smico Contracting Group LLC has had no litigation and/or arbitration history over the past five (5) years including final ruling.

Smico Contracting Group has had no bond failure.

Smico Contracting Group LLC  
PO Box 563  
Odessa Missouri 64076  
816-229-2244: smicoconstruction@smico1com

## REFERENCES/EXPERIENCE

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### **President**

**Darryl Smith**

816-229-2244-smicoconstruction@smico1.com

**DARRYL** has worked in the water and wastewater industry since 1993. Darryl worked for his father Ron Smith until 2014 when Ron retired. Darryl formed Smico Contracting Group to continue in the legacy that Ron started in 1981.

Darryl has performed many roles from general labor through owner.

### **Secretary**

**Michelle Israelite**

816-229-2244—accounting@smico1.com

**MICHELLE** received her degree in Accounting from the University of Missouri and has worked in the field of business accounting and management since 2006.

### **Estimator-Project Manager**

**Tim Trigg**

816-699-9141—smicoservices@smico1.com

**TIM** started in the water and wastewater industry in 1996, with a break from 2005-2016 while serving full time in the Military. Tim returned to the industry working in many roles from general labor, equipment operator, foreman, project manager and estimator. Tim and Darryl formed Smico Services LLC in 2022 to expand upon Darryl's success with Smico Contracting. Smico Services specializes in PACP, LACP, and Manhole inspections, along with program management, and maintenance contracts. Smico Services is a register service-disabled veterans' enterprise with the State of Missouri.

### **Project Superintendent**

**Brent Phelps**

660-281-1265

**BRENT** started in the Cure in Place pipe lining and Manhole lining industry in May 2001. Brent has performed multiple roles throughout his career from laborer to project superintendent. Brent has worked for J&H Waterstop of Orange City Florida (formerly Spray Com Utilities of Knob Noster, Missouri.) Performing and supervising all phases of cured in place pipe lining and manhole rehabilitation projects.

SMICO CONTRACTING GROUP LLC  
P.O. Box 563  
Odessa, MO 64076  
(816) 229-2244

## HEALTH & SAFETY PROGRAM

HAZARD	PREVENTIVE ACTION
A. Open Excavations	<p>A1. All open excavations will be properly barricaded and marked</p> <p>A2. Any excavation adjacent to traffic ways will be properly marked with lighted marking devices.</p> <p>A3. Any trenched over 4 feet in depth will Be properly shored or the banks “stepped back” as required to prevent cave-in.</p>
B. Injury Due to Falls	<p>B1. Only ladders and scaffolding in good working order will be used on the job. all equipment will be inspected prior to use to ensure proper assembly and/or safe condition</p>
C. Use of Power Tools	<p>C1. All power tools will be maintained in safe working condition.</p> <p>C2. Only workmen qualified in the proper use of power tools will be used.</p>
D. Eye Injury	<p>D1. Eye protection will be worn by workmen involved in tasks that will likely flying debris of particles.</p> <p>D2. An eye wash station will be located at the job site.</p>

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Representative and the Project Superintendent. These inspections will be made "Over the Shoulder" as the work is being performed. Quality of workmanship and proper integration of approved materials into each phase of construction will be checked. Any discrepancies will be corrected as noted.

The Quality Control Representative will maintain a complete and accurate set of "As-Built Drawings". These drawings will be updated as construction progresses. This set of "As-Built Drawings" will be maintained at the job site for review as required.

Follow-Up Inspections:

As each phase of the project is completed, a detailed inspection will be performed. Any irregularities will be corrected or documented for correction at a later time as construction progresses.

In addition to those duties listed above, the Quality Control Representative will maintain a daily log of events. This log will be a complete and accurate diary of construction progress; any changes requested/authorized, difficulties encountered, and weather information, i.e. temperatures, rainfall, etc.





## State of Missouri

Jason Kander, Secretary of State

Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

LC001420624

Date Filed: 10/1/2014

Jason Kander

Missouri Secretary of State

### Articles of Organization

(Submit with filing fee of \$105.00)

1. The name of the limited liability company is

Smico Contracting Group LLC

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

General Construction

3. The name and address of the limited liability company's registered agent in Missouri is:

<u>Darryl Ron Smith Mr.</u>	<u>912 W Cox School Rd P.O. Box 563</u>	<u>Odessa MO 64076</u>
<small>Name</small>	<small>Street Address May not use PO Box unless street address also provided</small>	<small>City/State/Zip</small>

4. The management of the limited liability company is vested in: ☐ managers ☒ members (check one)

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual: Perpetual

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (PO box may only be used in addition to a physical street address):

(Organizer(s) are not required to be member(s), manager(s) or owner(s))

<u>Name</u>	<u>Address</u>	<u>City/State/Zip</u>
<u>Smith, Darryl Ron Mr.</u>	<u>912 W Cox School Rd P.O.Box 563</u>	<u>Odessa MO 64076</u>

7. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company and are the following:

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

New Series:

☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 1A.)

Name and address to return filed document:

Name: Darryl Ron Smith

Address: Email: Darr1999@aol.com

City, State, and Zip Code: \_\_\_\_\_



## State of Missouri

John R. Ashcroft, Secretary of State  
Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

**LC001420624**  
**Date Filed: 12/15/2022**  
**John R. Ashcroft**  
**Missouri Secretary of State**

### Statement of Change of Business Office Address and Registered Office Address of a Registered Agent of a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company

#### Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change the address of its existing registered agent
2. There is a \$10.00 fee for filing this statement.
3. PO Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter # LC001420624

The undersigned registered agent, for the purpose of changing the address of its business office in Missouri, and thereby changing the registered office address of the named business entity, represents that:

1. The name of the business entity is: Smico Contracting Group LLC
2. The name of the registered agent is: Darryl Ron Smith Mr
3. The address, including street number, of the present business office of the registered agent (and the registered office of the business entity) is:  
912 W Cox School Rd P.O. Box 563 Odessa MO 64076  
*Address* *City/State/Zip*
4. The address, including street number, of the business office of the registered agent (and the registered office of the business entity) is hereby **changed to**:  
740 NE County Road Cc Concordia MO 64020-7302  
*Address(PO Box may only be used in conjunction with a physical street address)* *City/State/Zip*
5. Notice in writing of the change of the registered office address has been mailed by the registered agent to the business entity named above.
6. The address of the registered office of the business entity named above and the business office of the registered agent, as changed, is identical.

In Affirmation thereof, the facts stated above are true and correct.

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Darryl Ron Smith Mr.  
*Authorized Signature of Registered Agent*

DARRYL RON SMITH MR.  
*Printed Name*

12/15/2022  
*Date*

Name and address to return filed document:

Name: Darryl Ron Smith

Address: Email: accounting@smico1.com

City, State, and Zip Code: \_\_\_\_\_

SMICO CONTRACTING GROUP LLC  
PO BOX 563, ODESSA, MO 64076 816-229-2244  
[SMICOCONSTRUCTION@SMICO1.COM](mailto:SMICOCONSTRUCTION@SMICO1.COM)

**Attachment to BID FOR CITY OF Moberly Downtown Sewer Rehabilitation**

OWNER: CITY OF MOBERLY, MO

Bid Due: SEPTEMBER 3, 2024 @1:00 PM

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Attachments to Bid:

All Signed Addendums	Yes
Bid Security	Attached
Evidence of Authority	Attached

Contractor's License Number: LC001420624, MISSOURI SECRETARY OF STATE  
2008887, KANSAS SECRETARY OF STATE

OTHER:

**LIST OF SUBCONTRACTORS:**


**LIST OF SUPPLIERS:**


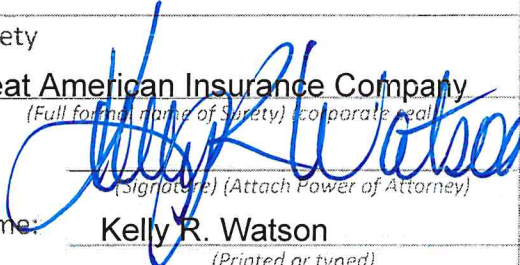



Communications: Darryl Smith, Smico Contracting Group LLC, PO Box 563, Odessa, MO 64076  
[816-229-2244----smicoconstruction@SMICO1.COM](mailto:smicoconstruction@SMICO1.COM)



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.

<b>Bidder</b> Name: [Full formal name of Bidder] <b>Smico Contracting Group, LLC</b> Address (principal place of business): [Address of Bidder's principal place of business] <b>PO Box 563 Odessa, MO 64076</b>	<b>Surety</b> Name: [Full formal name of Surety] <b>Great American Insurance Company</b> Address (principal place of business): [Address of Surety's principal place of business] <b>301 E. Fourth Street Cincinnati, OH 45202</b>
<b>Owner</b> Name: [Full formal name of Owner] <b>City of Moberly, MO</b> Address (principal place of business): [Address of Owner's principal place of business] <b>101 West Reed Street Moberly, MO 65270</b>	<b>Bid</b> Project (name and location): [Owner project/contract name, and location of the project] <b>EDA Grant Award No. 05-79-06034 Downtown Sewer Rehabilitation September 3, 2024</b> Bid Due Date: [Enter date bid is due]
<b>Bond</b> Penal Sum: [Amount] <b>Five Percent of the Amount Bid - 5%</b> Date of Bond: [Date] <b>September 3, 2024</b> 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.	
<b>Bidder</b> <b>Smico Contracting Group, LLC</b> (Full formal name of Bidder) By:  (Signature) Name: <b>Darryl Smith</b> (Printed or typed) Title: <b>President</b>	<b>Surety</b> <b>Great American Insurance Company</b> (Full formal name of Surety) (Corporate Seal) By:  (Signature) (Attach Power of Attorney) Name: <b>Kelly R. Watson</b> (Printed or typed) Title: <b>Attorney-in-Fact</b>
<b>Attest</b>  (Signature) Name: <b>Michelle Israelite</b> (Printed or typed) Title: <b>Secretary</b>	<b>Attest:</b>  (Signature) Name: <b>Donnie Pruett</b> (Printed or typed) Title: <b>Witness</b>
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.

# GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by  
this power of attorney is not more than Ten

No. 0 21833

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Amber M. Manning	D.C. Pruett	All
Tanner McElroy	Paige M. Turner	\$100,000,000
Christopher J. Miller	Tessa R. Turner	
Matthew J. Miller	Kelly R. Watson	
Pam Miller		
Sean R. Miller		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of July, 2022.



*Atty L C. B.*

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 12th day of July, 2022, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

## CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 3rd day of September, 2024



*Atty L C. B.*

Assistant Secretary