



**Issue:** TRUMAN BLVD. CONSTRUCTION PROJECT

**Date:** August 15th, 2022

**Submitted By:** Jeff Roussell, Street Superintendent

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### Background

In 2015 the city hired CJW Transportation to develop preliminary construction plans for the extension of Truman Blvd. This corridor was identified as a needed improvement to provide for an additional North/South corridor in southwest Nixa to alleviate traffic congestion, accommodate future growth, and eliminate an unsafe existing corridor (Norton Rd.). In addition to the road improvements, water and electric plans were also developed for the project.

In April of 2018 a roadway Functional Classification Change request was submitted to the OTO (Ozarks Transportation Organization) and FHWA (Federal Highway Administration) to add the corridor to the Major Thoroughfare Plan. The request for functional classification change was approved allowing for the use of federal funds. The city was then able to enter into a 80% FHWA - 20% City cost share program for construction. Shortly after this time Truman Blvd. was also added to the cities TIP (Transportation Improvement Program) through the OTO and funds were secured for construction.

Fast forward to late 2020 and early 2021. Staff completed negotiations for all needed right-of-way, easements, and meet all the requirements set forth by FHWA (environmental reviews, archeological studies final design, etc.) Following approval by FHWA and MoDOT, the city bid the project with a June 2023 final completion date.

### Analysis

This CIP project, including Street, Water, and Electric improvements received four bids ranging from \$2,607,964.00 to \$3,071,588.36. D&E Plumbing has submitted the lowest responsible bid for \$2,607,964.00. Due to the increase in material and construction costs this year, the Street and Water portions of the bid do exceed budgeted amounts. Electric Dept. bids (\$226,595.00 low bid) are within budgeted amounts. The following shows the difference between the budgeted amount and the bid price for the Water and Street segments.

- Water Dept. Budget \$130,000.00      Bid Amount - \$336,800.00      Difference = \$206,800.00
- Street Dept Budget \$ 1,757,816.00      Bid Amount- \$2,044,569.00      Difference=\$289,175.00

The attached Ordinance includes a budget amendment for both Streets and Water Departments in addition to authorizing the City Administrator to enter into a contract with D&E Plumbing in the amount of \$2,607,964.00.



Completed bid documents, addendums, disadvantaged business enterprise requirements and all other information are on file with the City Clerk.

### Recommendation

It is staff's recommendation to award this bid to D & E Plumbing and to provide the requested budget amendments for the Street and Water Departments.



**Issue:** TRUMAN BLVD. CONSTRUCTION PROJECT

**Date:** July 25<sup>th</sup> , 2022

**Submitted By:** Jeff Roussell, Street Superintendent

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### Background

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### Analysis

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The attached Ordinance includes a budget amendment for both Streets and Water Departments in addition to authorizing the City Administrator to enter into a contract with D&E Plumbing in the amount of \$2,607,964.00.



### Recommendation

It is staff's recommendation to award this bid to D & E Plumbing and to provide the requested budget amendments for the Street and Water Departments.

1 **AN ORDINANCE OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**  
2 **ADMINISTRATOR TO EXECUTE A CONTRACT WITH D&E PLUMBING FOR**  
3 **CERTAIN IMPROVEMENTS TO TRUMAN BOULEVARD AND AMENDING THE 2022**  
4 **ANNUAL BUDGET TO APPROPRIATE FUNDS FOR SAID CONTRACT.**

5 \_\_\_\_\_  
6  
7 **WHEREAS** City staff have solicited proposals for certain improvements to Truman  
8 Boulevard, said improvements being identified as Project Nos. STBG-9901(832) and  
9 CJW-15018C; and

10  
11 **WHEREAS** at the conclusion of the solicitation process, City staff determined that  
12 D&E Plumbing, submitted the lowest and most qualified proposal; and

13  
14 **WHEREAS** City Council desires to authorize the execution of the Contract,  
15 attached hereto as "Council Bill Exhibit A," for the purpose described therein; and

16  
17 **WHEREAS** Section 67.040 RSMo. provides that after a budget has been approved  
18 no increase in the revenues or expenditures from any fund shall be made unless the  
19 governing body adopts a measure setting forth the facts and reasons making the increase  
20 necessary and authorizing the increase; and

21  
22 **WHEREAS** Section 8.7 of the City Charter authorizes the City Council to amend  
23 budgeted revenues and expenditures upon the request of the City Administrator; and

24  
25 **WHEREAS** the City Administrator has requested a budget amendment as  
26 reflected in "Council Bill Exhibit B" and for the purposes referenced therein; and

27  
28 **WHEREAS** the City Council desires to amend the City's 2022 budget for the  
29 purposes identified herein.

30  
31 **NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF**  
32 **NIXA, AS FOLLOWS, THAT:**

33  
34 **SECTION 1:** The City Administrator, or designee, is hereby authorized to execute  
35 the Contract attached hereto, and incorporated herein by this reference, as "Council Bill  
36 Exhibit A," with D&E Plumbing. Said Contract shall be in substantially similar form as the  
37 document attached hereto as "Council Bill Exhibit A."

38  
39 **SECTION 2:** The City of Nixa's 2022 Annual Budget is hereby amended in the  
40 accounts and the amounts as shown on "Council Bill Exhibit B," which is attached hereto  
41 and incorporated herein by this reference.

42  
43 **SECTION 3:** City Council finds that the budget amendment enacted by this  
44 Ordinance has been recommended by the City Administrator. The City Administrator is  
45 directed to cause the appropriate accounting entries to be made in the books and records  
46 of the City to reflect the budget amendment enacted by this Ordinance.

**SECTION 4:** The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Ordinance.

**SECTION 5:** This Ordinance shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

**ADOPTED BY THE COUNCIL THIS 15th DAY OF August, 2022.**

ATTEST:

\_\_\_\_\_  
PRESIDING OFFICER

\_\_\_\_\_  
CITY CLERK

**APPROVED BY THE MAYOR THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.**

ATTEST:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Nixa,  
(hereinafter referred to as the Owner) and D&E Plumbing  
of 1112 Falcon Crest Ct, Nixa, MO 65714, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

Public Improvements for Truman Boulevard Roadway Extension

STBG-9901(832)

Public Improvements for Truman Boulevard Electrical and Waterline Extensions

CJW-15018C

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner, and in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.



Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Jimmy Liles, acting by and through the  
City of Nixa

By \_\_\_\_\_  
City Administrator, City of Nixa

ATTEST: (SEAL)

\_\_\_\_\_  
City Clerk, Rebekka Coffey

D&E Plumbing

By Steve Eoff  
Authorized Contractor Signature

STEVE EOFF

Printed Name of Signatory

ATTEST: (SEAL)

Cheryl Eoff  
Secretary-Treasurer  
[Attest Person Title Here and Printed Name]



# ***Nixon & Lindstrom***

**INSURANCE**

EST. 1955

July 21, 2022

City of Nixa, Missouri  
715 W Mt. Vernon Street  
Nixa, Missouri 65714

RE: Bond #: RCB0040524  
Public Improvements for Truman Boulevard  
D & E Plumbing & Heating, Inc.

To Whom This May Concern,

Please use this letter as your authority to date the bonds and power of attorney the same date as the contract. Upon signing of the contract, please advise us of the contract date or forward us a copy of the dated and signed contract.

Thank you for your assistance and please call if you have any questions.

Sincerely,



Emily Berg  
Attorney-in-Fact

Nixon & Lindstrom Insurance  
901 E Battlefield Road  
Springfield, MO 65807-4811  
Eberg@nixonins.com



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

# PERFORMANCE BOND

Bond No. RCB0040524

## KNOW ALL MEN BY THESE PRESENTS:

That D & E Plumbing & Heating, Inc.  
1112 N Falcon Crest Court  
Nixa, MO 65714  
(Here insert the name and address or legal title of Contractor)  
as Principal, hereinafter called Principal, and RLI Insurance Company Peoria  
Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety,  
are held and firmly bound unto City of Nixa, Missouri  
715 W Mt. Vernon Street Nixa, Missouri 65714 as Oblige, (Here insert the name and address or legal title of the Owner)  
hereinafter Owner, in the amount of Two Million Six Hundred Seven Thousand Nine Hundred Sixty Four Dollars and No Cent  
Dollars (\$2,607,964.00), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Public Improvements for Truman Boulevard Roadway Extension MoDOT STBG-9901(832) \$2,044,569.00  
Public Improvements for Truman Boulevard Electrical and Waterline Extensions CJW-15018C \$563,395.00

in accordance with drawings and specifications prepared by CJW Transportation Consultants, LLC  
(Here insert the full name and address or legal title of Architect)

which contract is by reference made a part hereof, and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner,

such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph,) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which the final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2022.

Sheryl C. Amos Secretary  
Sheryl C. Amos Attorney in Fact

D & E Plumbing & Heating, Inc.  
(Principal) (Seal)  
Steve Eaff

RLI Insurance Company  
By Emily Berg Attorney in Fact



RLI Insurance Company  
P.O. Box 3967 Peoria IL 61612-3967  
Phone: 309-692-1000 Fax: 309-692-8637

# LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS USED SIMULTANEOUSLY WITH PERFORMANCE  
BOND IN FAVOR OF THE OWNER CONTAINED ON THE FULL AND  
FAITHFUL PERFORMANCE OF THE CONTRACT.

Bond No. RCB0040524

## KNOW ALL MEN BY THESE PRESENTS:

That D & E Plumbing & Heating, Inc.  
1112 N Falcon Crest Court  
Nixa, Mo 65714  
(Here insert the full name and address or legal title of Contractor)  
as Principal, hereinafter called Principal, and RLI Insurance Company, Peoria,  
Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, are held  
and firmly bound unto City of Nixa, Missouri  
715 W Mt. Vernon Street Nixa, Missouri 65714  
(Here insert the full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
Two Million Six Hundred Seven Thousand Nine Hundred Sixty Four Dollars and No Cent Dollars (\$2,607,964.00),  
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and  
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_, entered into a contract with Owner for  
Public Improvements for Truman Boulevard Roadway Extension MoDOT STBG-9901(832) \$2,044,569.00  
Public Improvements for Truman Boulevard Electrical and Waterline Extensions CJW-15018C \$563,395.00

in accordance with drawings and specifications prepared by CJW Transportation Consultants, LLC  
(Here insert the full name and address or legal title of Architect)

Which contract is by reference made part hereof, and hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
Principal shall promptly make payment to all claimants as hereinafter defined, for all  
labor and material used or reasonably required for use in the performance of the  
Contract, then this obligation shall be void; otherwise it shall remain in full force and  
effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a  
Subcontractor of the Principal for labor, material, or both, used or reasonably required  
for use in the performance of the Contract, labor and material being construed to  
include that part of water, gas, power, light, heat, oil, gasoline, telephone service or  
rental of equipment directly applicable to the Contract.

2. The above named Principal, and Surety hereby jointly and severally agree with the  
Owner that every claimant as herein defined, who has not been paid in full before the  
expiration of a period of ninety (90) days after the date on which the last of such  
claimant's work or labor was done or performed, or materials were furnished by such  
claimant, may sue on this bond for the use of such claimant, prosecute the suit to final  
judgment for such sum or sums as may be justly due claimant, and have execution  
thereon. The Owner shall not be liable for the payment of any costs or expenses of any  
such suit.

3. No suit or action shall be commenced hereunder by any claimant,  
(a) unless claimant other than one having a direct contract with the Principal,  
shall have given written notice to any two of the following: The Principal,  
the Owner, or the Surety above named within ninety (90) days after such  
claimant did or performed the last of the work or labor, or furnished the last  
of the materials for


which said claim is made, stating with substantial accuracy the amount  
claimed and the name of the party to whom the materials were furnished, or  
for whom the work or labor was done or performed. Such notice shall be  
served by mailing the same by registered mail, postage prepaid, in an  
envelope addressed to the Principal, Owner or Surety, at any place where an  
office is regularly maintained for the transaction of business, or served in  
any manner in which legal process may be served in the state in which the  
aforesaid project is located, save that such service need not be made by a  
public officer.

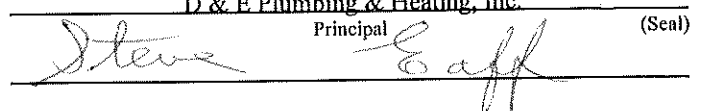
(b) After the expiration of one (1) year following the date on which Principal  
ceased Work on said Contract, it being understood, however, that any  
limitation embodied in this bond is prohibited by any law controlling the  
construction hereof such limitation shall be deemed to be amended so as to  
be equal to the minimum period of limitation permitted by such law.


(c) Other than is a state court of competent jurisdiction in and for the county or  
other political subdivision of the state in which the Project, or any part  
thereof, is situated, or in the United States District Court for the district in  
which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or  
payments made in good faith hereunder inclusive of the payment by Surety of  
mechanic's liens which may be filed of record against said improvement, whether or  
not claim for the amount of such lien be presented under and against this bond.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

  
Cheryl C. Amos Attorney in Fact

D & E Plumbing & Heating, Inc.  
Principal  (Seal)

RLI Insurance Company  
  
Emily Berg Attorney in Fact

# POWER OF ATTORNEY

## RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615  
Phone: 800-645-2402

### Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Luke Nixon, Roger Lindstrom, Aaron Sharpe, Greg Lindstrom, Mark Gambon, Kellie Sansom, Emily Berg, Sheryl C. Amos, Jared Ballard, jointly or severally

in the City of Springfield, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

**RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 9th day of May, 2022.



**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By:

Barton W. Davis

Vice President

State of Illinois  
County of Peoria

} SS

On this 9th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Glover

Catherine D. Glover

Notary Public



### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RLI Insurance Company  
Contractors Bonding and Insurance Company**

By:

Jeffrey D. Fick

Jeffrey D. Fick

Corporate Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nixon & Lindstrom Insurance 901 E. Battlefield Road Springfield MO 65807-4811		<b>CONTACT NAME:</b> Emily Berg <b>PHONE (A/C, No, Ext):</b> (417) 881-6623 <b>E-MAIL ADDRESS:</b> eberg@nixonins.com <b>FAX (A/C, No):</b> (417) 881-8269	
<b>INSURED</b> D & E Plumbing & Heating Inc 1112 N Falcon Crest Court Nixa MO 65714-7400		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bitco Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 22-23 Auto to 9/22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP3718117	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP3706982	09/08/2021	09/08/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			CUP2821846	06/16/2022	06/16/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3718118	06/16/2022	06/16/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			CLP3718117	06/16/2022	06/16/2023	Any One Item: \$300,000 Total of All Equipment \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

- Projects: STBG-9901(832), Truman Boulevard Roadway Extension and CJW-15018C, Truman Boulevard Electrical & Waterline Extensions
- City of Nixa, Missouri Department of Transportation, MoDOT, MHTC and all employees are an additional insured on the General Liability and Automobile Liability as required by written contract.

## CERTIFICATE HOLDER

City of Nixa, Missouri  
715 W Mt Vernon St  
PO Box 395  
Nixa  
MO 65714

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Nixon & Lindstrom Insurance 901 E. Battleground Road Springfield MO 65807-4811		<b>CONTACT NAME:</b> Emily Berg <b>PHONE (A/C, No, Ext):</b> (417) 881-8623 <b>E-MAIL ADDRESS:</b> eberg@nixonins.com <b>FAX (A/C, No):</b> (417) 881-8269	
<b>INSURED</b> D & E Plumbing & Heating Inc 1112 N Falcon Crest Court Nixa MO 65714-7400		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Bilco Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 20095	

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Auto to 9/22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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**CERTIFICATE HOLDER****CANCELLATION**City of Nixa, Missouri  
715 W Mt Vernon St  
PO Box 395  
Nixa  
MO 65714

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Nixa, MO  
Budget Amendment

<u>Budget Amendment Amount</u>	<u>Fund</u>	<u>G/L Description</u>	<u>G/L Line #</u>	<u>Revenue Source</u>
\$206,800	02 – Water Project W2021-05	Infrastructure	02-800-5452500	Current
\$289,175	13 - Streets Project ST2021-05	Infrastructure	13-300-5452500	Current

Explanation: To amend the current budget of the City of Nixa to appropriate additional funds for a Capital Improvement Project to extend Truman Blvd.

This proposed Budget Amendment has been approved and requested by the City Administrator, pursuant to City Charter section 8.7.

\_\_\_\_\_  
Jimmy Liles, City Administrator

Authorized by Passage of Ordinance No. \_\_\_\_\_

Date of Passage: \_\_\_\_\_

Total Budget Amendments by Department Year to Date:

Electric	\$285,700
Water	\$932,177 (net)
Wastewater	\$385,107
ARPA	\$40,000
Admin	\$92,595 (net)
Police	\$110,329
Street	
Park	\$47,500
Planning & Development	
TOTAL	<u>\$1,893,408</u>