

MERRELL BROS.®

A Biosolids Management Corporation



PROPOSAL FOR:

City of Byram
2024 Sewer Lagoon Sludge Removal Project
October 21, 2024
10:00 A.M.



MERRELL BROS.®

A Biosolids Management Corporation



- BIOSOLIDS LAND APPLICATION
- DIGESTER CLEANING
- LAGOON & POND SURVEYING
- CONSULTING
- BIOSOLIDS DEWATERING
- LAND PERMITTING

- STATE & FEDERAL EPA REPORTING
- OFF-SITE BIOSOLIDS DISPOSAL/STORAGE
- LAGOON CLEANING & CLOSURE SERVICES
- HYDRAULIC & MECHANICAL DREDGING SERVICES
- LAGOON & POND BANK REHABILITATION
- CLASS A & B BIOSOLIDS PROCESSING & DISPOSAL FACILITIES

MERRELL BROS.®

A Biosolids Management Corporation

MERRELL BROS., INC. is one of the largest National Biosolids Management Companies in the United States, helping municipalities, industries, and agricultural operations successfully manage biosolids and residuals since 1982. We are dedicated to environmentally sound, agriculturally oriented, State and Federally approved methods of Biosolids Management. We make every effort to build a reputation based on honesty, integrity, and professionalism.



LIQUID & DEWATERED BIOSOLIDS TRANSPORTATION

Our fleet of semi tractors, transport tankers, conveyor-bottom trailers, roll-off trucks, dump trucks and end-dump trailers are utilized to safely transport biosolids to various disposal and land application sites. All of our equipment is licensed, owned and operated by Merrell Bros., Inc. Every truck in our fleet is equipped with GPS technology that allows our management team to monitor their speed and location at all times.



OFF-SITE BIOSOLIDS DISPOSAL/STORAGE

Merrell Bros., Inc. Regional Biosolids Centers are designed to provide our customers with off-site biosolids storage and disposal options. We maintain over 5.5 million gallons and 5,000 cubic yards of capacity for the removal and legal disposal of both liquid and dewatered biosolids. Each facility is State and Federally approved and strategically located for efficient biosolids land application.



BIOSOLIDS DEWATERING

Merrell Bros., Inc. can provide a solution for your biosolids dewatering needs. We own and operate one of the largest fleets of mobile dewatering equipment in the country. If the project requires a mobile belt-press or mobile centrifuge for on-site dewatering, Merrell Bros., Inc. can provide the equipment, management, staff, and experience required to complete the project safely and efficiently.



LAGOON CLEANING & CLOSURE SERVICES

Our team has cleaned hundreds of lagoons in nearly every state, including Alaska. Our fleet of excavation equipment and pumps ensure we can efficiently clean and close any municipal or agricultural lagoon. Our dredges can remove solids without disrupting the flow of the plant or removing the water on top of the solids. We can complete lagoon cleanouts for "clean closure" enabling the pond or lagoon to be used for other purposes.



SUPERIOR EQUIPMENT

Our extensive equipment inventory eliminates the need for sub-contracting, which allows us to deliver superior service on every project.

RELIABILITY YOU CAN TRUST

Merrell Bros., Inc. has never failed to complete a project awarded to them in over 30 years of industry-leading beneficial reuse and biosolid management.



HYDRAULIC & MECHANICAL DREDGING SERVICES

Our fleet of hydraulic dredges can remove solids from the bottom of a lake, pond, or lagoon without the need to remove the surface water. The cutter head on our hydraulic dredges can reach over 20' deep and the pumps are capable of pumping solids, sand, silt, and more. For dense and abrasive material, we deploy our long reach excavators and barges to mechanically dredge material.



BIOSOLIDS LAND APPLICATION

Merrell Bros., Inc. has a fleet of well-maintained Terra-Gators & Dragline Systems used for land application of biosolids. Our team is capable of handling any amount of application services in any state across the United States. We guarantee compliance with all State and Federal regulations.



DIGESTER CLEANING

Merrell Bros., Inc. has over 30 years of experience in the cleaning of anaerobic digesters, aerobic digesters, aeration basins, oxidation ditches and sludge storage tanks. Our team is OSHA trained and certified for confined space entry. We own, operate and maintain a large fleet of pumps and macerators as well as atmosphere monitoring equipment and ventilation systems to ensure we maintain a safe working environment for our team.



CLASS A & B BIOSOLIDS PROCESSING & DISPOSAL FACILITIES

Merrell Bros., Inc. owns and operates state-of-the-art facilities which receive liquid and dewatered biosolids, septage, grease-trap waste, greywater, leachate, food processing waste and other non-hazardous wastes. Each facility is easily accessible, operates with extended hours, is engineered for efficient unloading, and offers 24-hour emergency response. We offer a cost-effective and environmentally-safe solution for your disposal needs.

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MISSION STATEMENT

Merrell Bros., Inc. is a family business owned by God. We are part of His family and pray that you are too. Jesus said in John 11:25, "I am the resurrection and the life. He who believes in me will live, even through he dies; and whoever lives by believing in me will never die." Do you believe this? If you do, thank you for being a part of His family. If not, we ask that you will consider allowing Jesus Christ to be a part of your life. None of the work done on this earth is for this world alone. With the help and guidance of the Holy Spirit, we help build the Kingdom. Yes, even through biosolids management, all work is done for His glory.

HOW DO YOU GET TO HEAVEN?

1. Confess to God that you are a sinner deserving of judgment. (Romans 3:23 & 6:23)
2. Believe in your heart that Jesus Christ died for your sins and that He rose again on the third day. (Romans 10:9-10)
3. Now pray this prayer: Lord Jesus, I am a sinner deserving of eternal damnation. Believing that you died for me and rose again, I now call upon your name and ask you to save me, Amen.

We all fall short of the glory of God, but God's gift of sending His son gave us this promise of salvation. God gave us the choice to choose to accept the gift – It cannot be worked for, bought, or earned. All we have to do is ask.

To GOD Be Glory!



MERRELL BROS., INC.

8811 West 500 North
Kokomo, IN 46901
Toll Free: (800)663-8830
Phone: (574)699-7782
Fax: (574)699-7478
www.merrellbros.com

SECTION 00100

INSTRUCTIONS TO BIDDERS

1. DATE, TIME AND PLACE

The date, time, and place for opening bids will be as set forth in the published "ADVERTISEMENT TO BID".

The City reserves the right to postpone the date for presentation and opening of bids and will give telegraphic notice of any such postponement to each prospective bidder.

2. LOCATION FOR BIDDERS

The site for the work is the Sewer Lagoon located at the end of Mallory Drive in Byram, Mississippi.

3. PROPOSAL FORM

All proposals must be submitted on the forms furnished and shall be addressed to

Office of City Clerk - City of Byram
5901 Terry Road
Byram, Mississippi 39272

The outside of the envelope shall bear the inscription "Sealed Bid for the **"City of Byram 2024 Sewer Lagoon Sludge Removal Project"**".

By: Merrell Bros., Inc.
Certificate of Responsibility No. 19183-SC
State Contractors License No. 19183-SC

4. BID BONDS

Bidders must provide a Bid Bond in the amount of 5% (five percent) of their bid. The successful contractor will be required to furnish a 100% (one hundred percent) Performance Bond and a 100% (one hundred percent) Payment Bond acceptable to the City of Byram.

5. LIQUIDATED DAMAGES AND CONTRACT TIME

The entire project must be completed within 90 calendar days. The contract will be subject to liquidated damages in the amount of \$500.00 per calendar day that will be assessed for late completion as provided for in the Contract Agreement.

6. WITHDRAWAL OF BIDS

Bids cannot be withdrawn for a period of thirty (30) days from the date of receipt of bids.

7. MATERIALS

Material for the construction of this project is the responsibility of the Contractor.

8. OMISSIONS AND DISCREPANCIES

Should a bidder find discrepancies, errors, or omissions in the Specifications, or should he be in doubt as to the correctness, he should immediately notify the Engineer in order to permit checking and verification and to permit issuance of any necessary revisions or modifications.

9. MODIFICATIONS

Prior to the date set for opening bids, the right is reserved, as the interest of the City may require, to revise or amend the Specifications or Special Provisions. Such revisions, if any, will be announced by an addendum or addenda, and numbered copies of such addenda will be furnished to all prospective bidders for acknowledgement by return mail and on the Proposal Form. If the revisions and addenda are of nature that requires material changes in quantities, or bid prices, or both, the date set of opening bids may be postponed to enable bidders to revise their bids. In such case, the addendum, or addenda, will include an announcement of the new date for opening bids.

10. INTERPRETATIONS

No oral interpretations made to any bidder as to the meaning of the Specifications shall be considered a modification of any of the provisions of the contract documents. Written requests for interpretation of the Specifications shall be submitted to the Engineer for a formal decision that will be given in writing to all prospective bidders.

11. NOTICE TO PROCEED

If the Contract is awarded, the Owner will issue the "NOTICE TO PROCEED" within thirty days after the award of the Contract.

END OF SECTION

SECTION 00300

PROPOSAL

2024 Sewer Lagoon Sludge Removal Project
City of Byram

Date: 10-21-2024

To: City of Byram
5901 Terry Road
Byram, Mississippi

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, and Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
4. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. We understand that any increase in quantities shall require written approval before exceeding bid quantities.
5. In accordance with the requirements of the Plans, Specifications, and Special Provisions, we propose to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract Documents within the specified contract time for the following unit prices.

Bidder has examined copies of all the Bidding Documents, the Notice for Bids, the Instructions to Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No. <u>1</u>	Dated <u>10-16-2024</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

The following is our itemized proposal for construction of the

**2024 SEWER LAGOON SLUDGE REMOVAL PROJECT
CITY OF BYRAM**

We agree to finish the project within 90 calendar days and understand that this Contract is subject to liquidated damages.

The City of Byram reserves the right to delete bid items in their entirety at the unit bid price with the deduction being taken from the Total Bid Price with no penalty or ramification to the City of Byram.

Pay Item	Item Description	Approx. Quantity	Units	Unit Price Dollars	Item Total Dollars
1	Mobilization	1	LS	\$50,000.00	\$50,000.00
2	Pumping of Dewatering Effluent	1	LS	\$21,785.00	\$21,785.00
3	Grading for Bag Lay Down Area	1	LS	\$21,785.00	\$21,785.00
4	Removal of Sludge	1750	Bone Dry Tons	\$257.50	\$450,625.00
5	Placement and Processing of Dried Sludge	1750	Bone Dry Tons	\$257.50	\$450,625.00
6	Silt Fence	315	L.F.	\$5.00	\$1,575.00
7	Aerator - Installed	2	EA.	\$35,000.00	\$70,000.00

TOTAL BID: \$ 1,066,395.00

TOTAL BID

WORDS:

One million sixty-six thousand three hundred ninety-five dollars and zero cents.

6. Any item shown on the Plans and not listed in this Proposal shall be included in the cost of other items.
7. The City reserves the right to add or delete to the quantities shown at the unit price submitted with no other adjustment in the Contract amount.
8. We shall furnish the City with a list of all proposed Sub-Contractors before the Contract is awarded and understand that the City reserves the right to reject any Sub-Contractor which has any conflict with the City in accordance with all applicable State Laws.
9. We further propose to execute the Contract Agreement as shown in the Specifications within ten (10) days after the Contract is formally awarded to us.
10. We also propose to execute Performance Bond and Payment Bond as shown in the Specifications, in an amount not less than one hundred percent (100%) to total of our bid. This Bond shall not only serve to guarantee the completion of the work on our part, but to also guarantee the excellence of both workmanship and materials until the work is finally accepted.
11. We enclose a Bid Bond in the amount of Five percent or Fifty-three thousand three hundred nineteen dollars & seventy-five cents Dollars (\$ 5% or \$53,319.75) and hereby agree that in case of our failure to execute the Contract and furnish Bond within ten (10) days after notice of formal award, the amount of this Bond will be forfeited to the City of Byram as liquidated damages arising out of our failure to execute the Contract as proposed.
12. It is understood that in case we are not awarded the work, the Bid Bond submitted as bid security will be returned as stipulated in the Specifications.

Respectfully submitted,

Date: October 21, 2024

Merrell Bros., Inc.



Contractor

Dustin Smith



Chief Executive Officer

Title

8811 West 500 North, Kokomo, IN 46901

Address

(To be filled in if a corporation)

Date: October 21,, 2024

Our Corporation is chartered under the laws of the State of Indiana
and the names, titles, and business addresses of the executives are as follows:

Nieta Merrell

President

Address 8811 West 500 North
Kokomo, IN 46901

Ted Merrell

Vice President

Address 8811 West 500 North
Kokomo, IN 46901

Jean Merrell

Secretary

Address 8811 West 500 North
Kokomo, IN 46901

Terry Merrell

Treasurer

Address 8811 West 500 North
Kokomo, IN 46901

(To be filled in if a partnership) N/A

Date: _____, 2024

Name

Address

Name

Address

Name

Address

END OF SECTION

SECTION 00480

NON-COLLUSION AFFIDAVIT

State of Indiana,

County of Howard,

I, Dustin Smith, Individually, and in my capacity as
(Name of person signing Affidavit)
Chief Executive Officer Of Merrell Bros., Inc.
(Title)

(Name of Firm, Partnership, or Corporation)

being duly sworn, on oath do depose and say as follows;

(A). That Merrell Bros., Inc. Bidder on the City
of **Byram 2024 Sewer Lagoon Sludge Removal Project** has not either directly or indirectly entered into
an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive
bidding in connection with this Contract; nor have any of its officers, partners, employees, or principal
owners.

(B). Further, that neither said legal entity nor any of its directors, officers, partners, principal
owners or managerial employees are currently debarred from bidding on public Contracts by the State of
Mississippi or any of its agencies; or by one or more of the other states or any of its agencies.



Signature

Chief Executive Officer

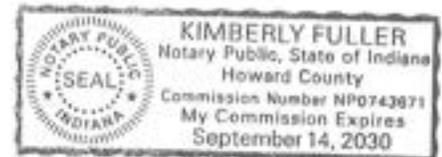
Title

(Seal)

Sworn before me this 21st day of October, 2024.

My Commission expires 09-14-2030

Kimberly Fuller
Notary Public



NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL
DISQUALIFY THE BID.

END OF SECTION

SECTION 00485

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Merrell Bros., Inc. as Principal, and Atlantic Specialty Insurance Company as Surety, are hereby held and firmly bound unto the **City of Byram**, as **Owner**, in the penal sum of five (5) percent of bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this the 21st day of October, 2024. The condition of the above obligation is such that whereas the Principal has submitted to the **City of Byram** a certain Bid, attached hereto and hereby made a part thereof to enter into a Contract in writing, for the construction of:

**2024 SEWER LAGOON SLUDGE REMOVAL PROJECT
CITY OF BYRAM**

NOW, THEREFOR

- (A) If said Bid shall be rejected, or,
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a Contract on the Contract Form as attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract, and for the payment of persons performing labor or furnishing materials in connection with herewith, and shall in all other respects perform the agreement created by and acceptance of said Bid, then this obligation shall be void, otherwise same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these present to be signed by their offices, the and year first set for above.

Merrell Bros., Inc.



Principal Dustin Smith, CEO



Atlantic Specialty Insurance Company

Surety



By:

Nicole A. Laber, Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

END OF SECTION



MISSISSIPPI

INSURANCE DEPARTMENT

Mike Chaney
Commissioner of Insurance

David Browning
Deputy Commissioner of Insurance

License

NICOLE LABER

License Number: 11051977 NPN: 3952886

is licensed to engage in the business of insurance in the State of Mississippi in the capacity stated below, subject to applicable laws and rules.

	Effective Date	Expiration Date
Licensed as: Insurance Producer	07-22-2024	10-31-2025
Qualified for:		
Casualty	07-22-2024	
Property	07-22-2024	

Commissioner of Insurance

Mississippi Insurance Department



NICOLE LABER
LICENSE NUMBER: 11051977 NPN: 3952886

Licensed as/ Qualified for:	Effective Date	Expiration Date
Insurance Producer	07-22-2024	10-31-2025
Casualty	07-22-2024	
Property	07-22-2024	



Atlantic Specialty Insurance Company
Period Ended 12/31/2023

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,666,141	Loss Reserves	\$ 1,191,377
Preferred Stocks	-	Loss Adjustment Expense Reserves	401,505
Common Stocks	765,847	Total Loss & LAE Reserves	<u>1,592,881</u>
Mortgage Loans	-	Unearned Premium Reserve	806,718
Real Estate	-	Total Reinsurance Liabilities	45,997
Contract Loans	-	Commissions, Other Expenses, and Taxes due	78,425
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	194,124	Payable to Parent, Subs or Affiliates	-
Other Investments	9,571	All Other Liabilities	<u>810,774</u>
Total Cash & Investments	<u>3,635,684</u>	Total Liabilities	<u>3,334,795</u>
Premiums and Considerations Due	338,312	Capital and Surplus	
Reinsurance Recoverable	127,403	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	17,691	Preferred Capital Stock	-
All Other Admitted Assets	<u>93,457</u>	Surplus Notes	-
Total Admitted Assets	<u>4,212,546</u>	Unassigned Surplus	251,805
		Other Including Gross Contributed	616,948
		Capital & Surplus	<u>877,751</u>
		Total Liabilities and C&S	<u>4,212,546</u>

State of Minnesota
County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2023, according to the best of my information, knowledge and belief.



 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 19th day of March, 2024.



 Notary Public





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Nicholas J. Bertke, Debra Brummett, Amanda L. Brumbraugh, Jennifer L. Eddy, Nicole A. Laber, Jennifer L. Salm, Katherine J. Scarberry, Macy L. Sandilands**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

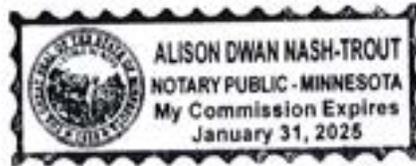
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 21st day of October, 2024.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

MERRELL BROS. INC
8811 W. 500 N.
KOKOMO, IN 46901

is duly registered and entitled to perform
DREDGING



We have herewith set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Nov., 2023

CERTIFICATE OF RESPONSIBILITY
No. 19183-SC
Expires Nov. 8, 2024

Jael Q. Canell

CHAIRMAN OF THE BOARD

ANNUAL MEETING OF BOARD OF DIRECTORS
MERRELL BROS, INC.
HELD JANUARY 6th, 2020

The annual meeting of the Board of Directors of Merrell Bros, Inc. was held at the office of the corporation at 1:00 PM on January 6th, 2020.

All of the directors were present in person. A waiver of notice was signed by all of the directors and presented to the secretary for recording in the corporate records.

The following were nominated and unanimously elected as officers for the ensuing year:

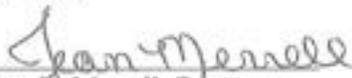
Nieta K. Merrell-	President
Ted D. Merrell -	Vice-President
Terry C. Merrell-	Treasurer
Jean L. Merrell -	Secretary

The activities of the officers for the prior year were reviewed, and the board approved the action taken by the officers of the corporation and ratified the same. The financial records of the corporation were reviewed along with the prospectus for the ensuing year.

The Board of Directors also agreed unanimously to allow the following individuals to sign or negotiate contracts related to projects the company has or is bidding in the normal course of their business; Dustin Smith, Karson Merrell, Ryan Zeck, Blake Merrell and Brayden Merrell. This authority does not include real estate contracts. Terry Merrell, Ted Merrell, Jean Merrell and Nieta Merrell have the authority to execute all negotiable instruments including all checks, drafts, notes, bonds, purchase of real estate, contracts, bills of exchange and orders for the payment of money.

The board reviewed the tax return of the corporation prepared by Blue & Company.

There being no further business, the meeting was adjourned.


Jean L. Merrell, Secretary

ATTEST:

Nieta K. Merrell, President