

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 11

County of Boone

} ea.

In the County Commission of said county, on the

16th

day of

June

20 11

the following, among other proceedings, were had, viz:

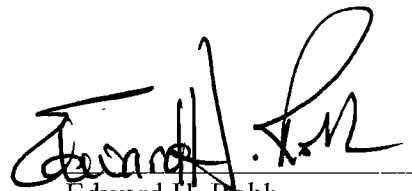
Now on this day the County Commission of the County of Boone does hereby approve the contract between Gyosyntec Consultants and Boone County, Missouri to install a climate station in Sunrise Estates as part of the Urban Stormwater Retrofit Grant project. This project will be fully funded by grant money. The terms of this agreement are stipulated in the attached contract. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of June, 2011.

ATTEST:



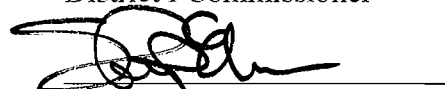
Wendy S. Noren
Clerk of the County Commission



Edward H. Robb
Presiding Commissioner



Karen M. Miller
District I Commissioner



Skip Elkin
District II Commissioner

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the ____ day of June, 2011, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Geosyntec Consultants located at 1123 Wilkes Blvd, Suite 400 Columbia, MO 65201

Project/Work Description: Provide services to install and initialize a weather station provided by Boone County at a site designated by Boone County.

Proposal Description: a) up to 6 hrs of initial setup of the weather station at the Geosyntec office; b) up to 3 hrs of instrument communications setup and testing at the Geosyntec office & c) up to 8 hours of on-site installation of the weather station. Geosyntec will also assist Boone County in selecting the most representative location at the address selected by Boone County

Modifications to Proposal: Fees and expenses shall not exceed \$2,300.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

Geosyntec Consultants
By [Signature]
Title Principal
Dated: 6/10/11

BOONE COUNTY, MISSOURI
By [Signature]
Presiding Commissioner
Dated: 6-16-11

APPROVED AS TO FORM:
[Signature]
County Attorney

ATTEST:
[Signature]
County Clerk

APPROVED:
[Signature]
Resource Management Director

Certification:
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

[Signature] 6/15/11 2140-71100
Auditor by [Signature] Date

Service Order
Effective Date: 06/10/11

This Service Order shall, upon execution of the parties, be incorporated into the Professional Services Agreement between Boone County Department of Resource Management ("Client") and Geosyntec Consultants, Inc. dated June 10, 2010.

Project #:

Authorized Representatives:

Client: Boone County Dept. of Resource Management
Name: Georganne Bowman
Address: 801 E Walnut, Rm. 315
Columbia, MO 65201-7732
Telephone #: 573-886-4489
Email Address: GBowman@boonecountymo.org

Geosyntec
Name: Trent Stober, P.E.
Address: 1123 Wilkes Blvd., Suite 400, Columbia, MO
65201
Telephone #: 573-443-4100
Email Address: tstober@geosyntec.com

Scope of Services and Schedule:

Geosyntec will perform the services in accordance with the scope and schedule (Attachment A) set forth in separate pages attached to this Service Order and incorporated herein.

Rates and Price:

The total price for this Service Order is:

\$2,300 on a time and materials basis which will not be exceeded without Client's written consent. This estimate includes all labor required to establish a weather at a private address provided by Client.

For time and materials services, Geosyntec will invoice Client at the rates (Attachment B) set forth in the Agreement. If rates are not included in the Agreement, Geosyntec will invoice Client in accordance with its Proposal and/or current standard rates.

The terms and conditions of the Professional Consulting Agreement with Boone County, Missouri dated March 10, 2011 shall apply to this Service Order. Any modification to this Service Order must be approved in writing by authorized representatives of the parties.

Acceptance of the terms of this Service Order is acknowledged by the following signatures of the Authorized Representatives.

For Client:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

For Geosyntec Consultants, Inc.:

Signature:  _____

Printed Name: Trent Stober, P.E.

Title: Principal

Date: 6/10/11



Attachment B

GEOSYNTEC CONSULTANTS, INC.

2011 Rate Schedule

Principal	198 \$/hr
Associate	186 \$/hr
Sr. Professional	168 \$/hr
Project Professional	148 \$/hr
Professional	128 \$/hr
Sr. Staff Professional	112 \$/hr
Staff Professional	98 \$/hr
Field Professional	87 \$/hr
Admin Assistant/Tech Word Processor	54 \$/hr
Direct Expense	Cost + 10%
Subcontracted Services	Cost + 12%
Communications Fee	3% of Professional Fees
Per Diem	46 \$/day
Photo Copies	.08 \$/per copy
Mileage	Current IRS Rate
Field Vehicle	85 \$/day
Expert Witness	250 \$/hr

Rates are provided on a confidential basis and are client and project specific.

Rates will be adjusted annually based on the US Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers.

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

6/14/11

REQUEST
DATE

13925

VENDOR
NO.

Geosyntec Consultants

VENDOR NAME

5901 Broken Sound Parkway
ADDRESS

Boca Raton
CITY

573-443-4100

PHONE #

FL 33487
STATE ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$2500 to \$4,499)
- Purchase is ≤\$2500 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#We do have a Consultant Agreement
(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2140

Bill to Department # 2140

Department				Account				Item Description	Qty	Unit Price	Amount	
2	1	4	0	7	1	1	0	0	Equipment assembly and installation	1	\$2300.00	\$2300.00
									Urban retrofit grant -- NOT TO EXCEED			

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Dee Westcott
Prepared By

Em. [Signature]
Requesting Official

[Signature]
Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 11

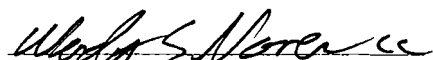
In the County Commission of said county, on the 16th day of June 20 11

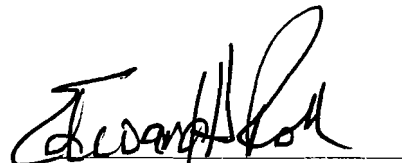
the following, among other proceedings, were had, viz:

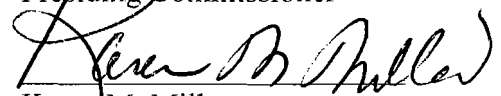
Now on this day the County Commission of the County of Boone does hereby award bid number 17-19MAY11 New Haven Road Asphalt Overlay to APAC Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of June, 2011.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Edward H. Robb
Presiding Commissioner


Karen M. Miller
District I Commissioner


Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: May 31, 2011
RE: 17-19MAY11 – New Haven Road Asphalt Overlay

The Bid for New Haven Road Asphalt Overlay closed on May 19, 2011. Two bids were received. Purchasing and the Planning and Building department recommend award to APAC Missouri, for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$456,556.14. After including a the deducts of \$11,552.10 for R.A.P. and Warm Mix Asphalt and adding a 5% contingency amount of \$22,250.20 this project has a Purchase Order total of \$467,254.24. Invoices from this contract will be paid from department 2041 – PW – Pavement Preservation, account ~~74100 – Outside Services~~. The engineer's estimated amount was \$88,115.00.
71202 - Contractor Costs

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

\$ 521,584.00

Corrected

cc: Dan Haid
Bid File

**17-19MAY11 - New
Haven Road Asphalt
Overlay**

BID TABULATION

BID TABULATION			APAC		Christensen	
Description	Unit	Qty.	Unit Price	Total	Unit Price	Total
Mobilization	LS	1	\$2,450.00	\$2,450.00	\$6,000.00	\$6,000.00
Removals – (Includes driveway and project terminus milling)	LS	1	\$10,200.00	\$10,200.00	\$2,300.00	\$2,300.00
Traffic Control	LS	1	\$1,510.00	\$1,510.00	\$1,000.00	\$1,000.00
Type 1 Rolled Stone – (Driveway Transitions)	TON	60	\$40.60	\$2,436.00	\$50.00	\$3,000.00
Roadway Milling	SY	306	\$23.19	\$7,096.14	\$10.00	\$3,060.00
Ditching	LF	660	\$12.55	\$8,283.00	\$17.00	\$11,220.00
Rock Check Dam	EA	4	\$552.30	\$2,209.20	\$270.00	\$1,080.00
Dig Out Repair	SY	705	\$71.50	\$50,407.50	\$64.00	\$45,120.00
Dig Out Repair – Extra Depth	CY	20	\$70.20	\$1,404.00	\$70.00	\$1,400.00
Type 1 Rock Blanket w/ Fabric (1' Thick)	SY	145	\$63.00	\$9,135.00	\$40.00	\$5,800.00
Asphalt Driveway Approach – Full Depth	SY	13	\$101.70	\$1,322.10	\$70.00	\$910.00
Asphalt BP-2, Wedge/Leveling Course	TON	1084	\$64.90	\$70,351.60	\$69.00	\$74,796.00
Asphalt BP-2, Surface (2" Thick)	TON	4417	\$64.80	\$286,221.60	\$69.00	\$304,773.00
Seeding & Type 3 Mulch (HydroSeed)	LS	1	\$2,500.00	\$2,500.00	\$5,000.00	\$5,000.00
Erosion Control	LS	1	\$688.00	\$688.00	\$1,000.00	\$1,000.00
Temporary Centerline Markers	LS	1	\$350.00	\$350.00	\$1,000.00	\$1,000.00
Bid Total				\$456,564.14	1000	\$467,459.00
				<i>456,556.14</i>		
ITEM	Deduct from Bid	Unit Price Deduct		Unit Price Deduct		
R.A.P./R.A.S.	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)		\$2.00			\$2.00
Warm Mix Asphalt	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)		\$0.10			NA
1. Bidding Forms,		Yes			Yes	
2. Bid Response,		Yes			Yes	
3. Work Authorization Certification,		Yes			Yes	
4. Statement of Bidder's Qualifications,		Yes			Yes	
5. Anti-Collusion Statement,		Yes			Yes	
6. Signature and Identity of Bidder,		Yes			Yes	
7. Bidder's Acknowledgment,		Yes			Yes	
8. Debarment Form (If required).		Yes			Yes	

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Dan Haid

FROM: Tyson Boldan
Buyer

DATE: May 23, 2011

RE: Bid Award Recommendation – # 17-19MAY11 – New Haven Road – Asphalt Overlay

Attached is the bid tabulation for the two responses received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2041

Account Number: 71100

Budgeted: \$ 521,584.00 *Engineers Estimate*

Award Amount: ~~\$ 445,004.04~~ *(Includes Deducts)* ~~445,004.04~~ 445,004.04

Contingency Amount: \$ 22,250.20 *(5%)* ~~22,250.20~~ 22,250.20

Total (contract award + contingency): \$ 467,254.24 ~~467,254.24~~ 467,254.24

Award Bid by low bid to APAC Missouri.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: *Stan Shawver*
Stan Shawver

Date: 5/25/11

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **APAC Missouri**, (hereinafter 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 his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 17-19MAY11 – NEW HAVEN ROAD ASPHALT OVERLAY BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the deduction of Recycle Asphalt Products in the amount of \$11,002.00, as well as the deduction of Warm Mix Asphalt in the amount of \$550.10, coming to a Bid Total in the amount of \$445,004.04.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond
- *Sample Labor & Material Payment Bond
- Affidavit—OSHA Requirements
- Affidavit---Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions / Project Notes
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications 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 he 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 his information was secured by personal investigation and research and not from any estimates of the Owner; and that he 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 authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds 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 he/she has employed no third person to solicit or obtain this contract in his 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 he 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 him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$445,004.04

Four Hundred Forty Five Thousand Four Dollars and Four Cents (\$445,004.04)

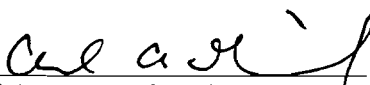
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

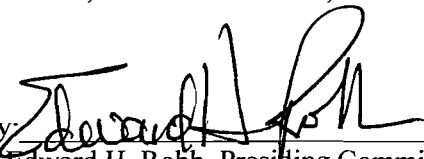
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

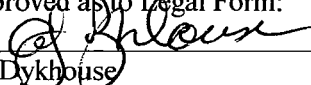
CONTRACTOR:
APAC MISSOURI

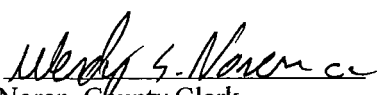
OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature

By: 
Edward H. Robb, Presiding Commissioner

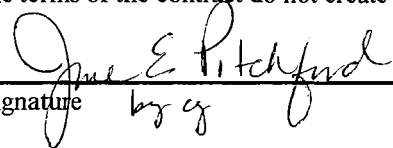
By: Chad A Girard
Authorized Representative Printed Name
Title: Vice President

Approved as to Legal Form:

CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)


Signature by James E Pitchford

6/10/11
Date

2041/71202- \$445,004.04

Appropriation Account

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

DATE

ADDENDUM NUMBER

COMPANY NAME: APAC-MISSOURI INC

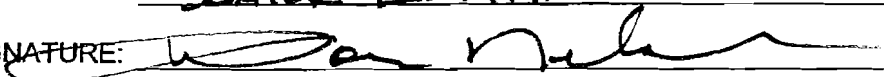
ADDRESS: PO Box 1117

CITY, STATE, ZIP COLUMBIA, MISSOURI INC.

PHONE NUMBER: 573-449-0886

AUTHORIZED REPRESENTATIVE: DON NELSON

TITLE: SENIOR ESTIMATOR

SIGNATURE: 

List all Sub-Contractors planned to be utilized on this project.

SCHRIMPF LANDSCAPING, INC

BID FORM

New Haven Road Asphalt Overlay 2011 Pavement Preservation

Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 24.50 ⁰⁰	\$ 24.50 ⁰⁰
Removals – (Includes driveway and project terminus milling)	LS	1	\$ 10200 ⁰⁰	\$ 10200 ⁰⁰
Traffic Control	LS	1	\$ 1510 ⁰⁰	\$ 1510 ⁰⁰
Type 1 Rolled Stone – (Driveway Transitions)	TON	60	\$ 40.60	\$ 2436.00
Roadway Milling	SY	306	\$ 23.19	\$ 7096.14
Ditching	LF	660	\$ 12.55	\$ 8283.00
Rock Check Dam	EA	4	\$ 552.30	\$ 2209.20
Dig Out Repair	SY	705	\$ 71.50	\$ 50407.50
Dig Out Repair – Extra Depth	CY	20	\$ 70.20	\$ 1404.00
Type 1 Rock Blanket w/ Fabric (1' Thick)	SY	145	\$ 63.00	\$ 9135.00
Asphalt Driveway Approach – Full Depth	SY	13	\$ 101.70	\$ 1322.10
Asphalt BP-2, Wedge/Leveling Course	TON	1084	\$ 64.90	\$ 70351.60
Asphalt BP-2, Surface (2" Thick)	TON	4417	\$ 64.80	\$ 286,221.60
Seeding & Type 3 Mulch (HydroSeed)	LS	1	\$ 2500.00	\$ 2500.00
Erosion Control	LS	1	\$ 680.00	\$ 680.00
Temporary Centerline Markers (Reflector Tabs)	LS	1	\$ 350	\$ 350.00
Bid Total				\$ 456,551.14

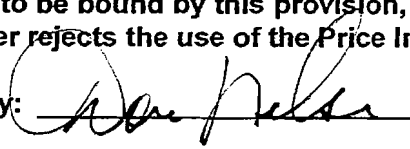
Project Deductions

Enter deduct amount for the below items the bidder wished to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

ITEM	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)	\$ 2.00
Warm Mix Asphalt	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)	\$.10

***** Option – MoDot Asphalt Price Index*****

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by:  Date: 5-19-2011

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: NEW HAVEN ROAD ASPHALT OVERLAY

Project No.: 17-19 MAY 11

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

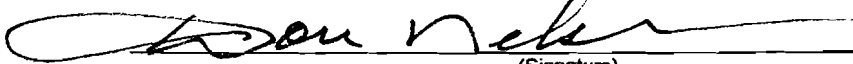
SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: APAC MISSOURI INC

By: 
(Signature)

DON NELSON
(Print or Type Name)

Title: SENIOR ESTIMATOR

Address: P.O. Box 1117

City, State, Zip: COLUMBIA Mo. 65202

Phone: 573-449-0886

Fax: 573-449-2980

Date: 5-19-2011

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of Boone)

State of MISSOURI)ss
)

My name is Don Nelson

I am an authorized agent of APAC - MISSOURI INC (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Don Nelson 5-18-2011
Affiant Date

Don Nelson
Printed Name

Subscribed and sworn to before me this 18th day of MAY, 2011.

Warren L. Harms
Notary Public

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2014
Commission # 19527793

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and 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 document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: APAC-MISSOURI INC
2. Business Address: P.O. Box 1117
COLUMBIA, Mo. 65202
3. When Organized: SEE ATTACHED SHEET
4. When Incorporated: ✓ ✓ ✓
5. If not incorporated, state type of business and provide your federal tax identification number:
61-1320131
6. Number of years engaged in contracting business under present firm name:
13 years
7. If you have done business under a different name, please give name and location:
SEE ATTACHED SHEET
8. Percent of work done by own staff: SEE ATTACHED SHEET
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED
12. List of projects currently in progress: ✓ ✓

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

Don Nelson, being first duly sworn, deposes and

says that he is SENIOR ESTIMATOR
(Title of Person Signing)

of APAC-MISSOURI, INC.
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Don Nelson

By _____

By _____

Sworn to before me this 18th day of MAY, 20 11

Warren L. Harms
Notary Public

My Commission Expires 3/25/14

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2014
Commission # 10527793

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated 5-19, 20 11

Name of individual, all partners, or joint venturers:

Address of each:

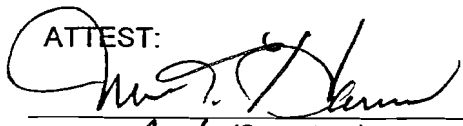
doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

APAC-Missouri Inc
 (If a corporation - show its name above)

P.O. Box 1117 COLUMBIA, Mo. 65202

ATTEST:


 Asst. (Secretary)

 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of BOONE

On this 18th day of MAY, 20 11

before me appeared DON NELSON to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

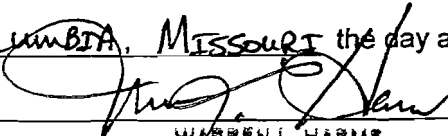
(if a corporation) that he is the

SENIOR ESTIMATOR
~~President or other agent~~
SENIOR ESTIMATOR

of APAC-MISSOURI INC.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at COLUMBIA, MISSOURI the day and year first above written.

(SEAL)



Notary Public

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone

My Commission Expires March 25, 2014
Commission # 10527793

My Commission expires

3/25 20 14.

Friday, July 16, 2010

To Whom It May Concern:

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways. In 2006 Oldcastle Materials Inc. purchased the APAC companies, and we have continued to provide these services and expanded our markets.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.

Percent (%) of work done by own staff: 80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts: Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$380,000

Higginsville Airport – Asphalt and Milling \$475,000

City of Columbia Tennis Courts Reconstruction – Drainage, Grading, Base Rock & Asphalt \$600,000

Love's Truck Stop Boonville – Base Rock, Concrete Curbing, Asphalt \$1,110,000

Kirksville High School Track – Reconstruction of Running Track \$450,000

Rte I-70 Boone – Asphalt Paving \$6,000,000

Rte 249 Jasper – Bridge Work \$29,000,000

Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000

City of Brookfield – Asphalt and Milling \$222,000

City of Chillicothe – Asphalt and Milling \$272,000

City of Columbia – Asphalt and Milling \$1,058,700

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

City of Marshall – Asphalt and Milling \$150,000

City of Mexico Lakeview Park and Bike Trail \$233,200

City of Moberly – Asphalt Work \$315,700

Truman State University – Base Rock and Asphalt \$140,000

University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000

Walgreen's Moberly – Base Rock and Asphalt \$100,000

Wal-Mart Fairview in Columbia – Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

Rte. 65 Saline – Asphalt Paving and Bridge Work \$5,998,800

Rte. 65 Carroll – Asphalt Paving \$7,511,300

Rte. 740 Boone – Asphalt Paving \$1,916,900

Rte. 7, 65, 83 Benton – Bridge Rehabilitation \$6,850,800

Rte. 36 Linn, Livingston – Asphalt Paving and Bridge Rehabilitation \$22,085,200

Parkade Center in Columbia – Asphalt Patching and Sealcoating - \$71,600

Rte. 52 Benton, Morgan – Asphalt Paving \$6,284,600

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY


WHEREAS,
APAC-MISSOURI, INC.

USING IN MISSOURI THE NAME
APAC-MISSOURI, INC.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF DELAWARE.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JANUARY, 1998.


Secretary of State



\$155.00

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **APAC-Missouri, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 190916

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY, MISSOURI
601 E WALNUT, RM 209
COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID
Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for NEW HAVEN ROAD ASPHALT OVERLAY 2011 PAVEMENT
PRESERVATION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19 day of MAY, 2011.

Shelly R. Sanders
(Witness)

APAC-MISSOURI, INC.
(Principal) (Seal)
Shawn A Riley
(Title)

Shelly R. Sanders
(Witness)

FEDERAL INSURANCE COMPANY
(Surety) (Seal)
John A Pasley
(Title) Attorney-In-Fact

SURETY ACKNOWLEDGMENT

STATE OF MISSOURI }
 }
COUNTY OF BOONE } **SS**

On this 19 day of MAY, 2011, before me personally came JOHN A PASLEY to me known, who, being by me duly sworn, did depose and say that he is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Shelly R. Sanders

Notary Public

SHELLY M. SANDERS
Notary Public - Notary Seal
State of Missouri
County of Audrain
My Commission Expires May 18, 2013
Commission #09791890



Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

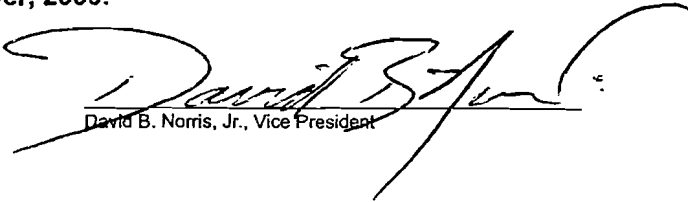
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **David B. Anderson, Michael J. Eshleman, Chad V. Girard, David J. Guillaume, Conrad E. Hake, John A. Pasley, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC - Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **14th** day of **September, 2009**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **14th** day of **September, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

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

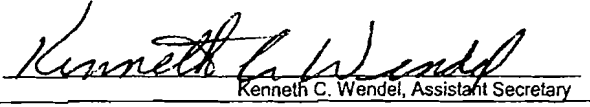
"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations.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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **19** day of **May, 2011**




Kenneth C. Wendel, Assistant Secretary

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

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

As Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of
INDIANA

and authorized to transact business in the State of Missouri, as Surety, hereinafter called
Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee,
hereinafter called Owner, in the amount of
FOUR HUNDRED FORTY FIVE THOUSAND FOUR AND 04/100 (\$445,004.04) Dollars,

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:

**BID NUMBER 17-19MAY11 – New Haven Road Asphalt Overlay
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which
contract is by reference made a part hereof, and is 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, and shall faithfully perform
the prevailing hourly wages and comply with all prevailing wage requirements as provided
by such Contract and applicable prevailing wage laws, rules, and rates specified by
regulation thereunder, 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 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 for submission to Owner for completing the Contract in accordance with its
terms and conditions, and upon determination by Owner and Surety of the lowest responsible

bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund 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 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.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT, on this 7TH day of JUNE, 2011.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: 

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: 

TINA DAVIS

(Attorney-In-Fact)

BY: 

TINA DAVIS, MO LICENSE #PR353789

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: TINA DAVIS

Phone Number: 801-533-3624

Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of
INDIANA, and authorized to transact business in the State of

~~Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of~~
Boone, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of

FOUR HUNDRED FORTY FIVE THOUSAND FOUR AND 04/100 DOLLARS

(\$ 445,004.04), 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

**BID NUMBER 17-19MAY11 – New Haven Road Asphalt Overlay
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments 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.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor 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.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, 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 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 or certified mail, postage prepaid, in an envelope addressed to the Contractor, 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.

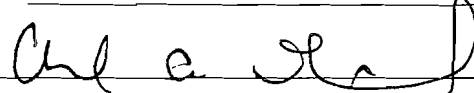
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

3. Other than in 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.

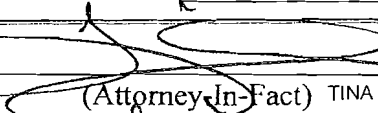
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or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


IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT on this 7TH day of JUNE 2011.

CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY: 

SURETY COMPANY FEDERAL INSURANCE COMPANY

BY: 
(Attorney-In-Fact) TINA DAVIS

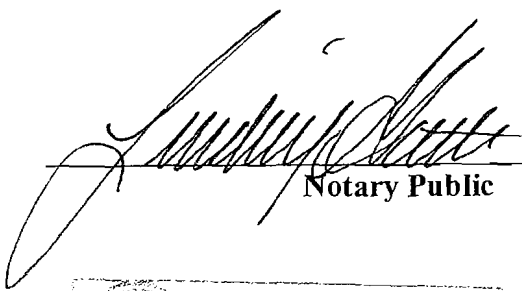
BY: 
(Missouri Representative) TINA DAVIS, MO LICENSE #PR353789

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

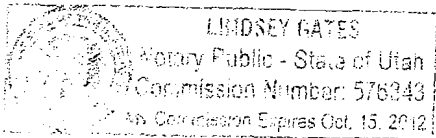
SURETY ACKNOWLEDGMENT

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

On this 7TH day of JUNE, 2011, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Tina Davis, Lisa Hall, Jeanna Romero of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma** -----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13th** day of **January, 2011**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this **13th** day of **January, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that:

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

Given under my hand and seals of said Companies at Warren, NJ this **JUNE 7, 2011**



Kenneth C. Wendel, Assistant Secretary

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

To: County Clerk's Office

Comm Order # 226-2011

Return to Auditor's Office
Please do not remove staple.

PURCHASE REQUISITION

BOONE COUNTY, MISSOURI

06/01/11

REQUEST DATE

✓7490

VENDOR NO.

APAC Missouri Construction

VENDOR NAME

P.O. Box 159

ADDRESS

Columbia

CITY

573-814-3308

PHONE #

MO 65205

STATE ZIP

BID DOCUMENTATION

This field MUST be completed to demonstrate compliance with statutory bidding requirements.
Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #'s 7XXX)

#17-19MAY11

(Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2041

Bill to Department # 2041

Department				Account				Item Description	Qty	Unit Price	Amount
	0	4	1	7	1	2	0 2	New Haven Road Asphalt Overlay	1	445004.04	445,004.04
2	0	4	1	7	1	2	0 2	New Haven Road Asphalt Overlay Contingency Amount (5%)	1	22250.20	22,250.20
								TOTAL			\$467,254.24

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Tyson Boldan

Prepared By



Requesting Official

cg 6/1/11

Auditor Approval

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 11

In the County Commission of said county, on the 16th day of June 20 11

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid number 16-19MAY11 Richland Road Asphalt Overlay to APAC Missouri. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of June, 2011.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: June 1, 2011
RE: 16-19MAY11 - Richland Road Asphalt Overlay

The Bid for Richland Road Asphalt Overlay closed on May 19, 2011. Two bids were received. Purchasing and the Planning and Building department recommend award to APAC Missouri, for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$319,274.28. After including a the deducts of \$6,503.70 for R.A.P. and Warm Mix Asphalt and adding a 5% contingency amount of \$15,638.52 this project has a Purchase Order total of \$328,409.10. Invoices from this contract will be paid from department 2041 – PW – Pavement Preservation, account 71100 – Outside Services. The engineer's estimated amount was \$353,330.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Dan Haid
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: Dan Haid

FROM: Tyson Boldan
Buyer

DATE: May 23, 2011

RE: Bid Award Recommendation – # 16-19MAY11 – Richland Road – Asphalt Overlay

Attached is the bid tabulation for the two responses received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

DEPARTMENT REPLY:

Please complete the following:

Department Number: 2041

Account Number: 71100

Budgeted: \$ 353,330.00 Engineers Estimate

Award Amount: \$ 312,770.58 (Includes Deducts)

Contingency Amount: \$ 15,638.52 (5%)

Total (contract award + contingency): \$ 328,409.10

Award Bid by low bid to APAC Missouri.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: _____

Stan Shawver

Date: 5/25/11

**16-19MAY11 -
Richland Asphalt
Overlay**

BID TABULATION			APAC		CHRISTENSEN	
Description	Unit	Qty.	Unit Price	Total	Unit Price	Total
Mobilization	LS	1	\$1,550.00	\$1,550.00	\$4,000.00	\$4,000.00
Removals – (Includes driveway and project terminus milling)	LS	1	\$7,084.00	\$7,084.00	\$2,300.00	\$2,300.00
Traffic Control	LS	1	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00
Type 1 Rolled Stone – (Driveway Transitions)	TON	60	\$39.85	\$2,391.00	\$50.00	\$3,000.00
Ditching	LF	370	\$13.90	\$5,143.00	\$15.00	\$5,550.00
Dig Out Repair	SY	757	\$69.44	\$52,566.08	\$64.00	\$48,448.00
Dig Out Repair – Extra Depth	CY	20	\$74.22	\$1,484.40	\$70.00	\$1,400.00
15" CMP – Aluminized	LF	56	\$53.67	\$3,005.52	\$50.00	\$2,800.00
18" CMP – Aluminized	LF	36	\$73.52	\$2,646.72	\$85.00	\$3,060.00
24" CMP – Aluminized	LF	36	\$89.68	\$3,228.48	\$100.00	\$3,600.00
30" CMP – Aluminized	LF	36	\$110.07	\$3,962.52	\$110.00	\$3,960.00
Roadway Cross-Pipe Replacement Patch	SY	44	\$161.00	\$7,084.00	\$155.00	\$6,820.00
Type 1 Rock Blanket w/ Fabric (1' Thick)	SY	45	\$65.52	\$2,948.40	\$40.00	\$1,800.00
Asphalt Driveway Repair	SY	22	\$93.18	\$2,049.96	\$70.00	\$1,540.00
Asphalt BP-2, Wedge/Leveling Course	TON	614	\$72.71	\$44,643.94	\$76.00	\$46,664.00
Asphalt BP-2, Surface (2" Thick)	TON	2483	\$70.22	\$174,356.26	\$76.00	\$188,708.00
Seeding & Type 3 Mulch (HydroSeed)	LS	1	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00
Erosion Control	LS	1	\$680.00	\$680.00	\$500.00	\$500.00
Temporary Centerline Markers (Reflector Tabs)	LS	1	\$350.00	\$350.00	\$500.00	\$500.00
Bid Total				\$319,274.28		\$328,650.00
ITEM	Deduct from Bid Items					
R.A.P./R.A.S.	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)			\$2.00		\$2.00
Warm Mix Asphalt	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)			\$0.10		\$0.00
1. Bidding Forms,			YES		YES	
2. Bid Response,			YES		YES	
3. Work Authorization Certification,			YES		YES	
4. Statement of Bidder's Qualifications,			YES		YES	
5. Anti-Collusion Statement,			YES		YES	
6. Signature and Identity of Bidder,			YES		YES	
7. Bidder's Acknowledgment,			YES		YES	
8. Debarment Form (If required).			NO		NO	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and APAC Missouri, (hereinafter 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 his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

BID NUMBER 16-19MAY11 – RICHLAND ROAD ASPHALT OVERLAY BOONE COUNTY, MISSOURI

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the deduction of Recycle Asphalt Products in the amount of \$6,194.00, as well as the deduction of Warm Mix Asphalt in the amount of \$309.70, coming to a Bid Total in the amount of \$312,770.58.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

- Notice to Bidders
- Bid Form
- Instructions to Bidders
- Bid Response
- Work Authorization Certification
- Statement of Bidders Qualifications
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidders Acknowledgment
- Insurance Requirements
- Contract Conditions
- Sample Contract Agreement
- *Sample Performance Bond
- *Sample Labor & Material Payment Bond
- Affidavit—OSHA Requirements
- Affidavit—Prevailing Wage
- General Specifications
- Technical Specifications
- Special Provisions
- State Wage Rates-
- Boone County Standard Terms and Conditions
- Project Plans and/or Details

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications 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 he 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 his information was secured by personal investigation and research and not from any estimates of the Owner; and that he 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 authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Public Works Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds 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 he/she has employed no third person to solicit or obtain this contract in his 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 he 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 him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount: \$312,770.58

Three Hundred Twelve Thousand Seven Hundred Seventy Dollars and Fifty Eight Cents (\$312,770.58)

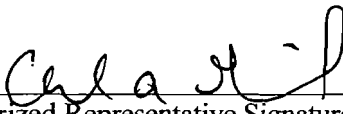
as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

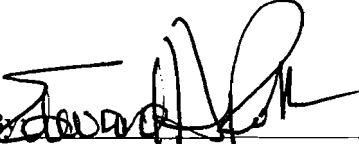
IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on _____ at Columbia, Missouri.

(Date)

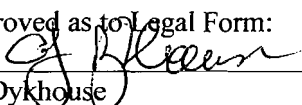
CONTRACTOR:
APAC MISSOURI

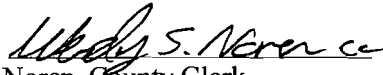
OWNER, BOONE COUNTY, MISSOURI

By: 
Authorized Representative Signature


Edward H. Robb, Presiding Commissioner

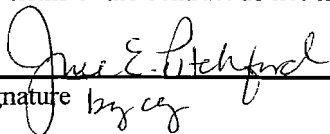
By: Chad A Girard
Authorized Representative Printed Name
Title: Vice President

Approved as to Legal Form:

CJ Dykhouse
Boone County Counselor

ATTEST:

Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)


Signature

6/10/11
Date

2041/71202- \$312,770.58

Appropriation Account

BID FORM

Richland Road Asphalt Overlay 2011 Pavement Preservation

Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 1550 ⁰⁰	\$ 1550 ⁰⁰
Removals – (Includes driveway and project terminus milling)	LS	1	\$ 7084 ⁰⁰	\$ 7084 ⁰⁰
Traffic Control	LS	1	\$ 1600 ⁰⁰	\$ 1600 ⁰⁰
Type 1 Rolled Stone – (Driveway Transitions)	TON	60	\$ 39.85	\$ 2391. ⁰⁰
Ditching	LF	370	\$ 13.90	\$ 5143. ⁰⁰
Dig Out Repair	SY	757	\$ 69.44	\$ 52566. ⁰⁸
Dig Out Repair – Extra Depth	CY	20	\$ 74.22	\$ 1484. ⁴⁰
15" CMP – Aluminized	LF	56	\$ 53.67	\$ 3005. ⁵²
18" CMP – Aluminized	LF	36	\$ 73.52	\$ 2646. ⁷²
24" CMP – Aluminized	LF	36	\$ 89.68	\$ 3228. ⁴⁸
30" CMP – Aluminized	LF	36	\$ 110.07	\$ 3962. ⁵²
Roadway Cross-Pipe Replacement Patch	SY	44	\$ 161. ⁰⁰	\$ 7084. ⁰⁰
Type 1 Rock Blanket w/ Fabric (1' Thick)	SY	45	\$ 65.52	\$ 2948. ⁴⁰
Asphalt Driveway Repair	SY	22	\$ 93.18	\$ 2049. ⁹⁴
Asphalt BP-2, Wedge/Leveling Course	TON	614	\$ 72.71	\$ 44643. ⁹⁴
Asphalt BP-2, Surface (2" Thick)	TON	2483	\$ 70.22	\$ 174356. ²⁶
Seeding & Type 3 Mulch (HydroSeed)	LS	1	\$ 2500 ⁰⁰	\$ 2500 ⁰⁰
Erosion Control	LS	1	\$ 620 ⁰⁰	\$ 620 ⁰⁰
Temporary Centerline Markers (Reflector Tabs)	LS	1	\$ 350	\$ 350
Bid Total				\$ 319,274.²⁸

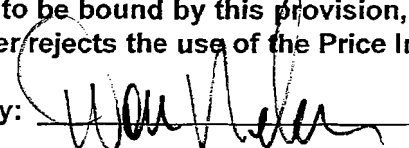
Project Deductions

Enter deduct amount for the below items the bidder wished to use. Increased cost associated with an item should be indicated by a negative deduct. It will be at the County's discretion to incorporate these deductions into the project.

ITEM	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)	\$ 2 ⁰⁰
Warm Mix Asphalt	Asphalt BP-2, Wedge/Leveling Course & Asphalt BP-2, Surface (2" Thick)	\$.10

***** Option – MoDot Asphalt Price Index*****

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. See SPECIAL PROVISIONS

Acceptance by:  Date: 5-19-2011

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

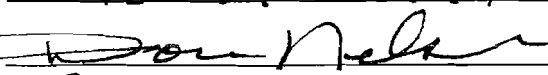
<u>DATE</u>	<u>ADDENDUM NUMBER</u>

COMPANY NAME: APAC MISSOURI INC

ADDRESS: PO. BOX 1117

CITY, STATE, ZIP COLUMBIA, MO. 65202

PHONE NUMBER: 573-449-0886

AUTHORIZED REPRESENTATIVE:  DON NELSON

TITLE: SENIOR ESTIMATOR

SIGNATURE: 

List all Sub-Contractors planned to be utilized on this project.

SCHIRMIF LANDSCAPING, INC

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: RICHLAND ROAD ASPHALT OVERLAY

Project No.: 16-19 May 11

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

SECTION III

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

SECTION IV

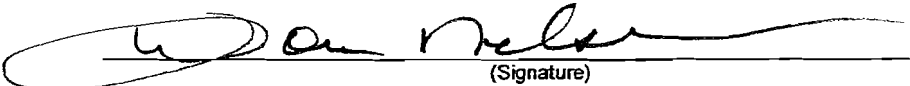
The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

SECTION V

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: APHC-MISSOURI INC
By: 
(Signature)
DON NELSON
(Print or Type Name)
Title: SENIOR ESTIMATOR
Address: P.O. Box 1117
City, State, Zip: COLUMBIA, MO. 65202
Phone: 573-449-0886
Fax: 573-449-2980
Date: 5-19-11

WORK AUTHORIZATION CERTIFICATION – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.

WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of BOONE)

State of MISSOURI)ss
)

My name is DON NELSON

I am an authorized agent of APAC-MISSOURI INC (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

Don Nelson
Affiant Date

DON NELSON
Printed Name

Subscribed and sworn to before me this 10th day of MAY 2011

Warren L. Harms
Notary Public

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2014
Commission # 10527793

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and 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 document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: APAC MISSOURI INC.
2. Business Address: P.O. Box 1117
COLUMBIA, MO. 65202
3. When Organized: SEE ATTACHED
4. When Incorporated: ✓ ✓
5. If not incorporated, state type of business and provide your federal tax identification number:
61-1320131
6. Number of years engaged in contracting business under present firm name:
13 year
7. If you have done business under a different name, please give name and location:
SEE ATTACHED
8. Percent of work done by own staff: SEE ATTACHED
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each:
SEE ATTACHED
12. List of projects currently in progress: ✓ ✓

* Attach additional sheets as necessary *

Friday, July 16, 2010

To Whom It May Concern:

STATEMENT OF BIDDERS QUALIFICATIONS:

Name of Bidder: APAC-Missouri, Inc.

Business Address: 1591 E. Prathersville Rd P.O. Box 1117 Columbia, MO 65205

When Organized: The original company of the Masters Jackson Companies was in business around forty years before APAC acquired the business in 1998. At that time, the company was the largest hot-mix producer in Missouri. We were involved in many site developments in Missouri and prided ourselves as being a turn key site development contractor capable of all aspects of development construction. Since APAC has acquired the company, we have expanded our capabilities and workforce to encompass all of Missouri and have become a diverse company with capabilities for site development, concrete and asphalt paving, bridge construction, dirt work, drainage structures, underground utilities, and coldmilling of roadways. In 2006 Oldcastle Materials Inc. purchased the APAC companies, and we have continued to provide these services and expanded our markets.

When Incorporated: We were incorporated into the state of Missouri on January 28, 1998 under APAC-Missouri, Inc.

Percent (%) of work done by own staff: 80% to 85% completed by own staff. We have expanded our capabilities in recent years to complete more of our own work. This provides us with many opportunities to give the owner a "one-stop" contractor and to minimize subcontractors on the project.

Failure to complete a project or any defaults on contracts: Under both the previous business name and now under APAC-Missouri, Inc., we have never failed to complete a project and have never defaulted on a project.

List of current and recently completed projects:

Ameren UE Power Plant – Asphalt Work \$380,000

Higginsville Airport – Asphalt and Milling \$475,000

City of Columbia Tennis Courts Reconstruction – Drainage, Grading, Base Rock & Asphalt \$600,000

Love's Truck Stop Boonville – Base Rock, Concrete Curbing, Asphalt \$1,110,000

Kirksville High School Track – Reconstruction of Running Track \$450,000

Rte I-70 Boone – Asphalt Paving \$6,000,000

Rte 249 Jasper – Bridge Work \$29,000,000

Rte 65 Taney – Asphalt Paving and Bridge Work \$10,000,000

City of Brookfield – Asphalt and Milling \$222,000

City of Chillicothe – Asphalt and Milling \$272,000

City of Columbia – Asphalt and Milling \$1,058,700

City of Fulton – Asphalt Work \$250,000

City of Macon – Asphalt Work \$200,000

City of Marshall – Asphalt and Milling \$150,000

City of Mexico Lakeview Park and Bike Trail \$233,200

City of Moberly – Asphalt Work \$315,700

Truman State University – Base Rock and Asphalt \$140,000

University of Missouri – Removals, Base Rock, Concrete & Asphalt \$1,000,000

Walgreen's Moberly – Base Rock and Asphalt \$100,000

Wal-Mart Fairview in Columbia – Asphalt and Street Print \$800,000

Wal-Mart Grindstone in Columbia – Asphalt and Street Print \$850,000

Rte. 65 Saline – Asphalt Paving and Bridge Work \$5,998,800

Rte. 65 Carroll – Asphalt Paving \$7,511,300

Rte. 740 Boone – Asphalt Paving \$1,916,900

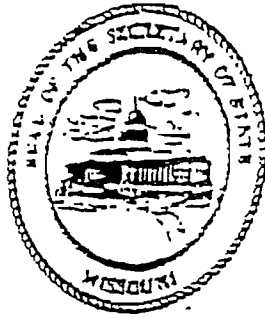
Rte. 7, 65, 83 Benton – Bridge Rehabilitation \$6,850,800

Rte. 36 Linn, Livingston – Asphalt Paving and Bridge Rehabilitation \$22,085,200

Parkade Center in Columbia – Asphalt Patching and Sealcoating - \$71,600

Rte. 52 Benton, Morgan – Asphalt Paving \$6,284,600

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION - CERTIFICATE OF AUTHORITY

WHEREAS,
APAC-MISSOURI, INC.

USING IN MISSOURI THE NAME
APAC-MISSOURI, INC.

HAS COMPLIED WITH THE GENERAL AND BUSINESS CORPORATION LAW WHICH GOVERNS FOREIGN CORPORATIONS; BY FILING IN THE OFFICE OF THE SECRETARY OF STATE OF MISSOURI AUTHENTICATED EVIDENCE OF ITS INCORPORATION AND GOOD STANDING UNDER THE LAWS OF THE STATE OF DELAWARE.

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE OF THE STATE OF MISSOURI, DO HEREBY CERTIFY THAT SAID CORPORATION IS FROM THIS DATE DULY AUTHORIZED TO TRANSACT BUSINESS IN THIS STATE, AND IS ENTITLED TO ALL RIGHTS AND PRIVILEGES GRANTED TO FOREIGN CORPORATIONS UNDER THE GENERAL AND BUSINESS CORPORATION LAW OF MISSOURI.

IN TESTIMONY WHEREOF, I HAVE SET MY HAND AND IMPRINTED THE GREAT SEAL OF THE STATE OF MISSOURI, ON THIS, THE 28TH DAY OF JANUARY, 1998.


Secretary of State



\$155.00

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

Don Nelson, being first duly sworn, deposes and

says that he is SENIOR ESTIMATOR
(Title of Person Signing)

of APAC-MISSOURI INC
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By Don Nelson

By _____

By _____

Sworn to before me this 18th day of MAY, 20 11

Warren L. Harms
Notary Public

My Commission Expires 3/25/14

WARREN L. HARMS
Notary Public - Notary Seal
State of Missouri
County of Boone
My Commission Expires March 25, 2014
Commission # 10527793

SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated 5-19, 20 11
 Name of individual, all partners, or joint venturers:

Address of each:


doing business under the name of:

Address of principal place of business in Missouri:

(If using a fictitious name, show this name above in addition to legal names.)

APAC MISSOURI INC
 (If a corporation - show its name above)

P.O. Box 1117
COLUMBIA, MO. 65202

ATTEST:


 Asst. (Secretary)

 (Title)

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we APAC-MISSOURI, INC.

as Principal, hereinafter called the Principal, and FEDERAL INSURANCE COMPANY

a corporation duly organized under the laws of the State of INDIANA
as Surety, hereinafter called the Surety, are held and firmly bound unto
BOONE COUNTY, MISSOURI
601 E WALNUT, RM 209
COLUMBIA, MO 65201

as Obligee, hereinafter called the Obligee, in the sum of FIVE PERCENT OF AMOUNT BID
Dollars (5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for RICHLAND ROAD ASPHALT OVERLAY 2011 PAVEMENT
PRESERVATION

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19 day of MAY, 2011.

Shelly R. Sanders
(Witness)

APAC-MISSOURI, INC.
(Principal) (Seal)
Shawn A Riley
(Title) V.P.

Shelly R. Sanders
(Witness)

FEDERAL INSURANCE COMPANY
(Surety) (Seal)
John A Pasley
(Title) Attorney-In-Fact



**Chubb
Surety**

**POWER
OF
ATTORNEY**

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

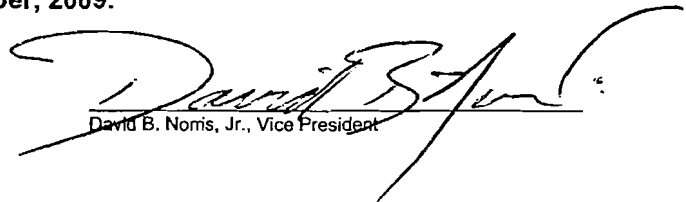
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint **David B. Anderson, Michael J. Eshleman, Chad A. Girard, David J. Guillaume, Conrad E. Hake, John A. Pasley, Bryan J. Pope and Shawn A. Riley of Columbia, Missouri**-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bid bonds and bid undertakings not to exceed \$1,000,000.00 (One million United States Dollars) given or executed in the course of business (but not to include any instruments amending or altering the same, nor consents to the modification or alteration of any instrument referred to in said bonds or obligations on behalf of **APAC – Missouri, Inc.** as principal in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bid bonds or bid obligations by such Attorney- in- Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **14th** day of **September, 2009**.


Kenneth C. Wendel, Assistant Secretary

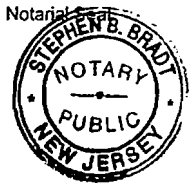

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

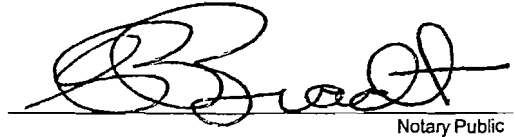
ss.

County of Somerset

On this **14th** day of **September, 2009** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.



STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2014


Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **19** day of **May, 2011**




Kenneth C. Wendel, Assistant Secretary

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



Company ID Number: 190916

**THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION
MEMORANDUM OF UNDERSTANDING**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **APAC-Missouri, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

E-Verify



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 190916

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer APAC-Missouri, Inc.

Shawn Riley

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/17/2009

Date

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

APAC - MISSOURI, INC.

As Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

a Corporation, organized under the laws of the State of
INDIANA

and authorized to transact business in the State of Missouri, as Surety, hereinafter called
Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee,
hereinafter called Owner, in the amount of
THREE HUNDRED TWELVE THOUSAND SEVEN HUNDRED SEVENTY AND 58/100 (\$312,770.58) Dollars,

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:

**BID NUMBER 16-19MAY11 – Richland Road Asphalt Overlay
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which
contract is by reference made a part hereof, and is 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, and shall faithfully perform
the prevailing hourly wages and comply with all prevailing wage requirements as provided
by such Contract and applicable prevailing wage laws, rules, and rates specified by
regulation thereunder, 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 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 for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible

bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund 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 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.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT, on this 7TH day of JUNE, 20 11.

APAC - MISSOURI, INC.

(Contractor)

(SEAL)

BY: 

FEDERAL INSURANCE COMPANY

(Surety Company)

(SEAL)

BY: 

TINA DAVIS

(Attorney-In-Fact)

BY: 

TINA DAVIS, MO LICENSE #PR353789

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: TINA DAVIS

Phone Number: 801-533-3624

Address: 15 W. SOUTH TEMPLE, STE. 700
SALT LAKE CITY, UT 84101

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
APAC - MISSOURI, INC.

as Principal, hereinafter called Contractor, and
FEDERAL INSURANCE COMPANY

a corporation organized under the laws of the State of
INDIANA, and authorized to transact business in the State of
Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of
Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of

THREE HUNDRED TWELVE THOUSAND SEVEN HUNDRED SEVENTY AND 58/100 DOLLARS

(\$ 312,770.58), 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

**BID NUMBER 16-19MAY11 – Richland Road Asphalt Overlay
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the
Contractor shall promptly make payments 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.

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor 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.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, 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 or certified mail, postage prepaid, in an envelope addressed to the Contractor, 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.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if 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.

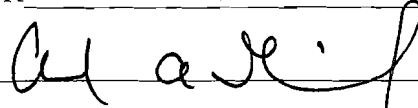
3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. 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 on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at COLUMBIA, MO & SALT LAKE CITY, UT on this 7TH day of JUNE 2011.

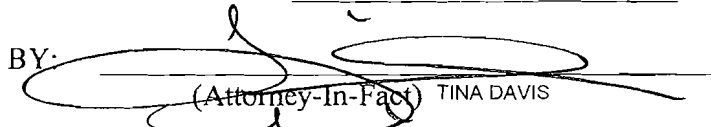
CONTRACTOR APAC - MISSOURI, INC. (SEAL)

BY:



SURETY COMPANY FEDERAL INSURANCE COMPANY

BY:



(Attorney-In-Fact) TINA DAVIS

BY:



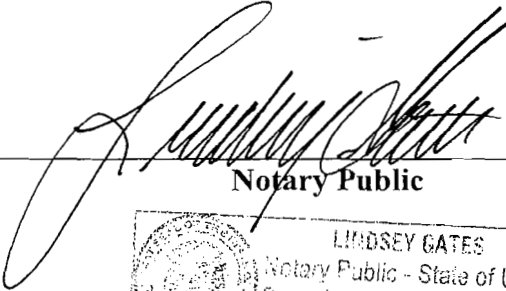
(Missouri Representative) TINA DAVIS, MO LICENSE #PR353789

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

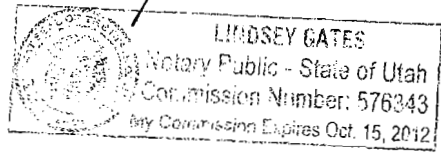
SURETY ACKNOWLEDGMENT

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

On this 7TH day of JUNE, 2011, before me personally came TINA DAVIS to me known, who, being by me duly sworn, did depose and say that she is an Attorney-In-Fact of FEDERAL INSURANCE COMPANY the corporation described in and which executed the within instrument; that she knows the corporate seal of said corporation, that the seal affixed to the within instrument is such corporate seal, and that she signed the said instrument and affixed the said seal as Attorney-In-Fact of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.



Notary Public





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

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

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Tina Davis, Lisa Hall, Jeanna Romero of Salt Lake City, Utah and Melanie Walker of Tulsa, Oklahoma** -----

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

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **13th** day of **January, 2011**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **13th** day of **January, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014

Notary Public

CERTIFICATION

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

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

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

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

Given under my hand and seals of said Companies at Warren, NJ this **JUNE 7, 2011**



Kenneth C. Wendel, Assistant Secretary

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

June Session of the April Adjourned

Term. 20 11

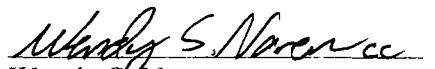
In the County Commission of said county, on the 16th day of June 20 11

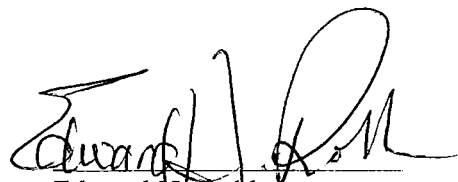
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia cooperative contract 151/09 Aggregates (Sand)- Term and Supply with Capital Sand Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

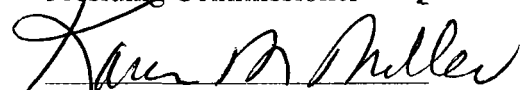
Done this 16th day of June, 2011.

ATTEST:



Wendy S. Noren
Clerk of the County Commission


Edward H. Robb

Presiding Commissioner


Karen M. Miller

District I Commissioner


Skip Elkin

District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: June 7, 2011
RE: 151/09 – Aggregates (Sand)

Purchasing and Public Works request permission to utilize the City of Columbia contract 151/09 to purchase Aggregates (Sand) from Capital Sand Company of Jefferson City, Missouri.

This is a Term and Supply contract and invoices will be paid from department 2040 –PW – Maintenance Operations, account 26300 – Material and Chemical Supply.

cc: Greg Edington, PW
Contract File

**PURCHASE AGREEMENT
FOR
AGGREGATES (SAND) – TERM AND SUPPLY**

THIS AGREEMENT dated the 8th day of June 2011 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Capital Sand Company, Inc**, herein "Contractor."

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Aggregates (Sand) - Term and Supply**, Boone County Standard Terms and Conditions, Work Authorization Certification, Insurance Requirements and Certification Regarding Debarment, in compliance with all bid specifications and any addendum issued for the City of Columbia Contract **151/09**. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement and the City of Columbia Contract 151/09 shall prevail and control over the vendor's bid response.

2. **Contract Duration** - This agreement shall commence on June 6, 2011 and extend through October 31, 2011, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one-year periods subject to the pricing clauses in the Contractor's bid response and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with Aggregates on an as needed basis per the bid specifications.

4. **Response Time** - Vendor agrees to deliver per their Bid Response.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

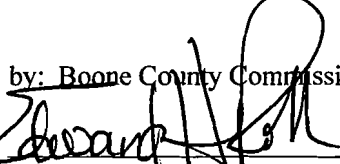
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products is delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

CAPITAL SAND COMPANY, INC.


BOONE COUNTY, MISSOURI

by 
title Vice President

by: Boone County Commission

Edward H. Robb, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:


County Counselor


Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not result in a measurable county obligation at this time.)


Signature by cy

6/14/11
Date

2040/26300 Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the

Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.



CITY OF COLUMBIA, MISSOURI
FINANCE DEPARTMENT
PURCHASING DIVISION

10/18/10
NOTIFICATION OF CONTRACT RENEWAL
CITY OF COLUMBIA CONTRACT
151/09

CONTRACT PERIOD: November 1, 2010 through October 31, 2011

The City of Columbia has renewed the above contract with your firm with no price increase, for one additional year. The current City purchase orders on file will be used for services against this contract. Please contact the Procurement Officer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	RENEWAL TERM	CONTRACT YEAR	VENDOR NUMBER	VENDOR NAME/ADDRESS/PHONE
151/09	11/1/10 – 10/31/11	2 of 5	2744	Capital Sand Co, Inc. PO Box 104990 Jefferson City, MO 65110 Attn: Steve Bohlken Phone: 573-634-3020 Fax: 573-636-5734

Contract Description: Aggregates

Items Awarded: Group C and Items 31 and 32

Price: See Attachment

Notes from Procurement Officer: Our new address is: City of Columbia, Purchasing Division, 701 E Broadway, 5th Floor, Columbia, MO 65201

5/16" Pea Gravel has been added to this contract at \$15.00 per ton F.O.B.

Sincerely,

Melinda Pope, Procurement Officer
City of Columbia
Purchasing Division
(573) 874-7375

Marilyn Starke
Marilyn Starke
Purchasing Agent

cc: Cynthia Mitchell, Shawna Victor, Kathy Calvin, Tammy Puett, Aaron Ray, Sam Thomas,
Mike Griggs, Gabe Huffington

Oct. 11. 2010 4:36PMM City of Columbia Purchasing

Inv. No. 6479 P. 3/5

Addendum #1
RFQ 151/2009
Page 4

12.	1"	_____	3000	tons	\$ _____
13.	1-1/2"	_____	65	tons	\$ _____
14.	2"	_____	100	tons	\$ _____
15.	2-1/2 "	_____		tons	\$ _____
16.	3"	_____	350	tons	\$ _____

GROUP C: Sand;

Normal Delivery after receipt of phoned order: 24 minutes/hours

	<u>Size</u>		<u>Est Quantity</u>		<u>Unit Price</u> <u>FOB Quarry</u>
17.	Fill or River	_____	100	tons	\$ <u>4,25</u>
18.	Intermediate	_____	100	tons	\$ <u>5,25</u>
19.	Fine Sand for ice control, per Federal Aviation Administration recommendations; must pass thru a #8 screen	_____	500	tons	\$ <u>4,25</u>

GROUP D: Miscellaneous;

Normal Delivery after receipt of phoned order: _____ minutes/hours

	<u>Size</u>		<u>Est Quantity</u>		<u>UNIT Price</u> <u>FOB Quarry</u>
20.	Dusty Chat, per Missouri Standard Specification defining Grade C Chat	_____	50	tons	\$ _____
21.	Waste Rock	_____	250	tons	\$ _____
22.	Quarry-Run Rock (See definition next page)**	_____	150	tons	\$ _____

Addendum #1
RFQ 151/2009
Page 5

23.	Buokshot	50	tons	
24.	Rolled Stone	4000	tons	\$
25.	Pugged Rolled Stone	25	tons	\$
26.	Lime Dust	50	tons	\$
27.	Rock Blanket Material, as detailed for Type I and Type II, within Missouri Standard Specifications, Section 611.32.	700	tons	\$
28.	3 x 6 material, described as a mixture of clean 3" & 6" gravel.	1000	tons	\$
29.	6 x 12 rip rap rock, same description as Item 28 but different size. Used along railroad track and for drainage solutions.	1400	tons	\$
30.	Fine Aggregate, for MKT Trail. All fine aggregate shall: * be crushed limestone; * not contain dirt, clays, or other deleterious material; * meet the following gradation specification for surface material: Passing #8 sieve 100% Passing #4 sieve 60-90% Passing #10 sieve 20-60% Passing #40 sieve 15-30% Passing #200 sieve 0-15%	40	tons	\$
31.	Rainbow River Rock, decorative gravel, 3"		ton	\$ 20.00
32.	Manufactured Sand- Osage River		ton	\$ 14.00

CONTRACT ADD-ON - Greens Mix - \$17.00/ton
Infield Mix - \$12.00/ton

Oct. 11. 2010/ 4:36PM City of Columbia Purchasing

"No. 6479" P. 5/5

Addendum #1
RFQ 151/2009
Page 6

**** Definition for Quarry Run Rock:**
Of non-specific size and considered to be unprocessed stone. Generally taken from base of vertical wall of rock which has recently been blasted by quarry. Although size is undefined, driver has option of asking loader operator to avoid overly small or large stones.

DELIVERY PRICING

Price delivery rates in the table below as cost per ton "delivered FOB Destination". Pricing schedules will be based on average retail prices (\$/Gallon) within City of Columbia limits for diesel and the schedule used will vary from week to week. The average price will be compiled and provided to City Purchasing Division by the Oil Pricing Information Services (OPIS). The average price received each Friday from OPIS will be used to determine the pricing schedule to be used the following week. Service provider(s) will be provided by the City the average price and the sampling spreadsheet used to develop the average. Delivery areas will be divided into four (4) quadrants as to geographical area. Refer to the attached map.

Delivery locations (not necessarily all-inclusive):
Parks Management Center- 1507 Business Loop 70 West
Columbia Regional Airport- 11381 South Airport Drive, Bldg 9
Municipal Power Plant- 1501 Business Loop 70 East
Columbia Wastewater Treatment Plant- 4900 W. Gillespie Bridge Rd
Public Works Street Division- 1313 Lakeview Avenue
Sanitary Landfill- 5700 Peabody Rd
Water and Light Distribution- 1514 Business Loop 70 East
Water Treatment Plant- 6851 West Route K, McBaine, Mo

Schedule	A	B	C	D	E	F
Fuel Price	<\$2.00	\$2.00 - <\$2.50	\$2.50 - <\$3.00	\$3.00 - <\$3.50	\$3.50 - <\$4.00	\$4.00 - <\$4.50
Area Quadrants	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton	\$/Ton
NW quadrant	\$5.50	\$5.75	\$6.00	\$6.25	\$6.50	\$7.00
NE quadrant	\$5.50	\$5.75	\$6.00	\$6.25	\$6.50	\$7.00
SW quadrant	\$5.50	\$5.75	\$6.00	\$6.25	\$6.50	\$7.00
SE quadrant	\$5.50	\$5.75	\$6.00	\$6.25	\$6.50	\$7.00

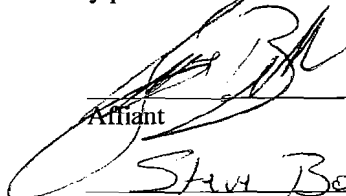
Indicate Location of vendor's Plant (s): Barleport - Jefferson City - Wardsville Missouri

**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of Cole)
State of Missouri)ss

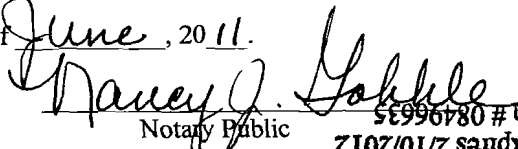
My name is Steve Bohlen. I am an authorized agent of Capital Sand Company, Inc.
(Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Affiant
Date 6-8-2011
Steve Bohlen
Printed Name

Subscribed and sworn to before me this 8th day of June, 2011.



Notary Public
Commission # 08496635
My Commission Expires 2/10/2012
Cole County
STATE OF MISSOURI
Notary Public/Notary Seal
NANCY J. GOBBLE

Attach to this form the E-Verify Memorandum of Understanding that you completed when enrolling.

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Steve Bohlen Vice President Capital Sand Company, Inc.
Name and Title of Authorized Representative


Signature

6-8-2011
Date



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : Capital Sand
State : MISSOURI

As of 07-Jun-2011 4:49 PM EDT
Save to MyEPLS

Your search returned no results.

Back New Search Printer-Friendly

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk