

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 14th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 04-19JAN12 – Alternative Sentencing Center – Mechanical Unit Replacement to Verslues Construction Company. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 14th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt
Director of Purchasing



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, Director of Purchasing
DATE: January 26, 2012
RE: 2nd Reading: 04-19JAN12 – Alternative Sentencing Center – Mechanical Unit Replacement

The Bid for the Alternative Sentencing Center – Mechanical Unit Replacement opened in Commission on January 19, 2012. Three bids were received. Recommendation for award is Verslues Construction Company, Inc of Jefferson City, Missouri for offering the lowest responsive bid for Boone County. Eskew Mechanical offered a lower bid, however, their bid was not responsive due to their bid excluding the plumbing and gas piping.

Contract is for \$33,800.00 and will be paid from department 4062 – 607 E. Ash Alternative Sentencing, Account 71201 – Construction Cost (Materials).

Attached is the Bid Tabulation.

ATT: Bid Tabulation

cc: Bob Davidson, Facilities
Jason Gibson, Auditor
Bid File

04-19JAN12 - BOONE COUNTY ALTERNATIVE SENTENCING CENTER - Mechanical Unit Replacement

BID TABULATION	GBH Builders, Inc.	Eskew Mechanical Contractors	Verslues Construction Co, Inc.
LUMP SUM PROPOSAL FOR BOONE COUNTY ALTERNATIVE SENTENCING CENTER - Mechanical Unit Replacement	\$41,791.00	\$24,999.00	\$33,800.00
Bid Form	Yes	Yes	Yes
Bid Response	Yes	Yes	Yes
Statement of Bidders Qualifications	Yes	Yes	Yes
Anti-Collusion Statement	Yes	Yes	Yes
Signature and Identity of Bidder	Yes	Yes	Yes
Bidders Acknowledgment	Yes	Yes	Yes
Work Authorization Certification	Yes	Yes	Yes
Bid Bond	Yes	Not Needed	Yes
Debarment Certification	Yes	Yes	Yes



Charles L. Crane Agency Company

Insurance Agents and Brokers

400 Chesterfield Center
Chesterfield, MO 63017
636-537-5000
636-537-5009 (Fax)

January 31, 2012

Boone County
Melinda Bobbitt, Director
601 E. Walnut, Rm. 208
Columbia, MO 65201

Re: Verslues Construction Co., Inc.
Bond Number 04143683
Project: 04-19JAN12 – Alternative Sentencing Center
Mechanical Unit Replacement

Dear Ms. Bobbitt:

We do hereby authorize Verslues Construction Co., Inc. and/or Boone County Purchasing to date the above mentioned Payment and Performance Bonds and Power of Attorney with the same date as the signed contract.

Thank you.

Sincerely,

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Donna J. Thone
Attorney in Fact

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 **Verslues Construction Company, Inc.**, (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 04-19JAN12 – Boone County Alternative Sentencing Center
Mechanical Unit Replacement
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown in the bid, plans, and specifications for \$33,800.00.

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 Response
- Statement of Bidder's Qualifications
- Instructions to Bidders
- Bidding Guidelines
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgment
- Work Authorization
- Insurance Requirements
- Contract Conditions
- Application – Criminal Background Check
- Contract Agreement
- Performance Bond
- Labor and Material Payment Bond
- General Specifications
- Technical Specifications
- Special Provisions
- Affidavit – OSHA Requirements
- Affidavit – Prevailing Wage
- State Wage Rates
- Prevailing Wage Order #18 With Excessive Unemployment in Effect
- Boone County Standard Terms and Conditions
- List of Drawings
- Any Applicable Addenda

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 all applicable Missouri laws and regulations.

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: **\$33,800.00**.

Thirty-Three Thousand Eight Hundred Dollars and Zero Cents (\$33,800.00)

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
2/14/2012 at Columbia, Missouri.
(Date)

CONTRACTOR:
VERSLUES CONSTRUCTION COMPANY, INC.

OWNER, BOONE COUNTY, MISSOURI

By: Edith A. Verslues
Authorized Representative Signature

By: [Signature]
Daniel K. Atwill, Presiding Commissioner

By: Edith A. Verslues
Authorized Representative Printed Name
Title: President

Approved as to Legal Form:

[Signature]
CJ Dykhouse
Boone County Counselor

ATTEST:

[Signature]
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.)

June Pitchford by ja 02/08/2012 4062 / 71201 - \$33,800.00
Signature Date Appropriation Account



Fidelity and Deposit Company of Maryland
1400 American Lane, T1-13, Schaumburg, IL 60196

Bond No. 04143683

RIDER

To be attached to and form a part of Bond, No. **04143683** dated the **9th** day of **February, 2012** issued by the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, as Surety, on behalf of **Verslues Construction Co., Inc.**, as Principal, in the penal sum of **Thirty-Three Thousand Eight Hundred and 00/100 Dollars (\$33,800.00)**, and in favor of **County of Boone, Missouri**.

In consideration of the premium charged for the attached bond, it is hereby agreed that the attached bond be amended as follows:

Correct Bond Number to read: 04143684

Provided, However, that the attached bond shall be subject to all its agreements, limitations and conditions except as herein expressly modified, and further that the liability of the Surety under the attached bond and the attached bond as amended by this rider shall not be cumulative.

This rider shall become effective as of the **9th** day of **February, 2012**.

Signed, sealed and dated this **9th** day of **February, 2012**.

ATTEST

Dennis Verslues

VERSLUES CONSTRUCTION CO., INC.

By: Edith A. Verslues

WITNESSED:

Cindy Rohr
Cindy Rohr

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Donna J. Thone
Donna J. Thone, Attorney-in-Fact

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Donna J. THONE and James P. CITTADINO, all of St. Louis, Missouri, EACH** as true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as aforesaid, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Donna J. THONE, James P. CITTADINO, dated April 14, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 28th day of July, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

PERFORMANCE BOND NO. 04143683

KNOW ALL PERSONS BY THESE PRESENTS, that we,
VERSLUES CONSTRUCTION CO., INC.

6919 ROCKY VALLEY ROAD, JEFFERSON CITY, MISSOURI 65101

as Principal, hereinafter called Contractor, and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

a Corporation, organized under the laws of the State of **MARYLAND**
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 **THIRTY-THREE THOUSAND EIGHT HUNDRED AND 00/100 (\$33,800.00)** 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 04-19JAN12
Alternative Sentencing Center – Mechanical Unit Replacement
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 ST. LOUIS, MISSOURI, on this _____ day of _____, 20__.

VERSLUES CONSTRUCTION CO., INC.

(Contractor)

(SEAL)

BY:

Edith A Verslues, President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety Company)

(SEAL)

BY:

Donna J. Thone

(Attorney-In-Fact)

BY:

James P. Cittadino

(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: Jules Kemmling
Phone Number: (314) 298-3060
Address: 13736 Riverport Dr., S-720
Maryland Heights, Mo. 63043

An Affirmative Action/Equal Opportunity Institution

LABOR AND MATERIAL PAYMENT BOND NO. 04143683

KNOW ALL PERSONS BY THESE PRESENTS, that we, VERSLUES CONSTRUCTION CO., INC.
6919 ROCKY VALLEY ROAD, JEFFERSON CITY, MO 65101

as Principal, hereinafter called Contractor, and FIDELITY AND DEPOSIT COMPANY
OF MARYLAND

a corporation organized under the laws of the State of MARYLAND,
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
THIRTY-THREE THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS

(\$ 33,800.00), for the payment whereof Contractor and Surety bind themselves,
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by
these presents:

WHEREAS, Contractor has by written agreement dated _____ entered
into a contract with Owner for

BID NUMBER 04-19JAN12
Alternative Sentencing Center – Mechanical Unit Replacement
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:

An Affirmative Action/Equal Opportunity Institution

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 _____ on this _____ day of _____ 20_____.

CONTRACTOR VERSLUES CONSTRUCTION CO., INC(SEAL)

BY: *Edith Verslues*

SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND

BY: *Donna J. Thone*
(Attorney-In-Fact) Donna J. Thone

BY: *James P. Cittadino*
(Missouri Representative) James P. Cittadino

(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).

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

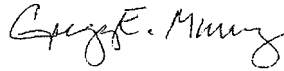
KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Donna J. THONE and James P. CITTADINO, all of St. Louis, Missouri, EACH** true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Donna J. THONE, James P. CITTADINO, dated April 14, 2008.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

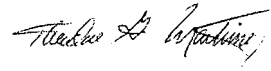
IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 28th day of July, A.D. 2010.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray Assistant Secretary



By:

Theodore G. Martinez

State of Maryland }
City of Baltimore } ss:

On this 28th day of July, A.D. 2010, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Notary Public

My Commission Expires: July 14, 2011

BID FORM
Boone County Alternative Sentencing Center – Mechanical Unit Replacement
Bid Number 04-19JAN12

To: Boone County Purchasing Office

613 E. Ash Street, Room 110

Columbia, Mo. 65201

For: Boone County Alternative Sentencing – Mechanical Unit Replacement

607 E. Ash Street

Columbia, Mo. 65201

Date:

From: Verslues Construction Co., Inc. hereinafter called the Bidder.

The undersigned as Bidder, having examined the proposed Contract Document as titled:

Boone County Alternative Sentencing Center – Mechanical Unit Replacement and dated January 3, 2012, including this Bid Form, Specifications, Drawings and have visited the site of the proposed construction and examined the conditions affecting the Work, and having acknowledged receipt of Addenda

IN SUBMITTING THIS BID, THE BIDDER AGREES:

To hold open the Bid for forty five (45) days from the date shown above;

To accept and accomplish the Work in accordance with the Bid Documents, including the Specifications, Drawings and Addenda;

To enter into and execute an Agreement, if awarded, on the basis of this Bid and to furnish required Bonds;

To commence the Work immediately after receipt of the Notice to Proceed and complete the work by agreed date.

To complete this Bid Form, in its entirety, accepting that failure to do so may result in the rejection of this bid;

To construct the Work for the Bid lump sum of:

Thirty-three thousand \$ 33,800.00
eight hundred

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

DATE

ADDENDUM NUMBER

01-17-12

1

COMPANY NAME: Verslues Construction Co., Inc.

ADDRESS: 6919 Rocky Valley Rd.

CITY, STATE, ZIP Jefferson City, MO 65101

PHONE NUMBER: 573-395-4323

AUTHORIZED REPRESENTATIVE: Edith A. Verslues

TITLE: President

SIGNATURE: *Edith A. Verslues*

**List Project Manager and Field Superintendent to be assigned to the Project
(name and brief experience summary)**

James Wieberg - Project Manager
Dan Massman - Field Superintendent

List all work to be self performed by the Bidder on this project.

Supervision and Demo

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

See attached

Verslues Construction Co., Inc.
Key Personnel Experience

Dan Massman 26 years experience Job Superintendent

James Wieberg 5 year experience Estimator/Project Manager
Associate Degree – Design Drafting

Boone County Alternative Sentencing Renovation
04-19JAN12
Verslues Construction Subcontractor List

Category	Subcontractor	City, State
<u>Electrical</u>	<u>Schneider Electric</u>	<u>Columbia, MO</u>
<u>Mechanical</u>	<u>Hulett Mechanical</u>	<u>Columbia, MO</u>
<u>Roofing</u>	<u>Watkins Roofing</u>	<u>Columbia, MO</u>

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT: Boone County Alternative Sentencing – Mechanical Unit Replacement
Bid Number: 04-19JAN12**

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 exclude 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 Alternative Sentencing Center – Mechanical Unit Replacement dated January 3, 2012** together with the Architect Project Manual, Alternative Sentencing Center – Mechanical Unit Replacement Plans/Drawings attached to this bid.

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".

SECTION II

The Bidder, hereby agrees to complete the work on the **Boone County Alternative Sentencing Center – Mechanical Unit Replacement** project herein specified before the completion date and to allow a deduction of \$500.00 dollars per working day from the final payment as liquidated damages for each day that completion is delayed beyond the specified completion date. Time is of the essence of this contract.

The Bidder, hereby agrees to complete the work on the **Boone County Alternative Sentencing Remodel Project** herein specified before the completion date and to allow a deduction of \$100.00 dollars per working day from the final payment as liquidated damages for each day that the completion is delayed beyond the specified completion date on the bid form.

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.

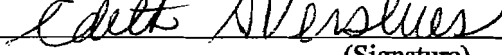
SECTION V

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. **Note: Bid bonds not required for projects less than \$25,000.00.**

Firm Name: Verslues Construction Co., Inc.

By: 
(Signature)

Edith A. Verslues
(Print or Type Name)

Title: President

Address: 6919 Rocky Valley Rd.

City, State, Zip: Jefferson City, MO 65101

Phone: 573-395-4323

Fax: 573-395-4614

Date: 01-19-12

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: Verslues Construction Co., Inc.
2. Business Address: 6919 Rocky Valley Rd.
Jefferson City, MO 65101
3. When Organized: 05-01-78
4. When Incorporated: 06-07-95
5. If not incorporated, state type of business and provide your federal tax identification number:
6. Number of years engaged in contracting business under present firm name:
12 years
7. If you have done business under a different name, please give name and location:
Bisges & Verslues Construction - same location
Verslues Construction (partnership) same location
8. Percent of work done by own staff: 5%
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:
See attached

* Attach additional sheets as necessary *

Verslues Construction Co., Inc.

6919 Rocky Valley Rd.

Jefferson City, MO 65101

(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)

Contractors Qualifications

Phone # - (573) 395-4323

FAX # - (573) 395-4614

Construction Capabilities – General Construction

WBE certified by the State of MO

Corporate Officers – Edith Verslues, President - Dennis Verslues, Secretary

Edith Verslues, 6919 Rocky Valley Rd., Jefferson City, MO 65101

Dennis Verslues, 6919 Rocky Valley Rd., Jefferson City, MO 65101

Federal ID# 43-1714617

Verslues Construction Co., Inc.

6919 Rocky Valley Rd.

Jefferson City, MO 65101

*(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)***PROJECTS COMPLETED IN THE LAST FIVE YEARS**

Interior Remodeling, Carnegie Building - Jefferson City, MO	Cole County Commission	Mike Forck		\$318,751.30	Jun-05
Interior Remodeling, Dorothy Pack Community Center - Jefferson City, MO	JC Housing Authority	Steve Hoffman	The Architects Alliance	\$134,918.97	Jun-05
New Stairway, Taylor St. - Jefferson City, MO	Lincoln University	Sheila Gassner	The Architects Alliance	\$190,083.03	May-05
New Building - Mexico, MO	Handi-Shop, Inc.	Connie Hale	Renner-Howell	\$490,579.12	Jun-05
New Fire Station #1 - Taos, MO	Osage Fire Protection Dist.	Gilbert Bisges	Daniel Karlov	\$343,610.00	Jul-05
New Building - Jefferson City, MO	Excalibur Signs	Roger Haslag		\$17,662.00	Sep-05
New Building - Jefferson City, MO	Fischer Body Shop	Curt Fischer		\$309,459.00	Sep-05
New CDL Building - Stafford, MO	Missouri Highway Patrol	Brad Luecke		\$256,551.40	Oct-05
New Building - Jefferson City, MO	Department of the Army	Kenneth Williams		\$140,800.00	Dec-05
New Building / Weber Equipment Co. - Westphalia, MO	K & K Weber	Kenny Weber		\$686,606.00	Dec-05

Verslues Construction Co., Inc.
 6919 Rocky Valley Rd.
 Jefferson City, MO 65101

(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)

PROJECTS COMPLETED IN THE LAST FIVE YEARS

New Retrofit Roof System - Russellville, MO	Cole County R-1 School District	Mike Wyss		\$610,500.00	Mar-06
Sports Complex	Blair Oaks R-II School District	Sheila Prenger, Board Secretary	The Architects Alliance	\$3,295,357.00	Aug-06
Addition and Remodel, Home Movie Depot - Ashland, MO	McKinney Properties	Gerald L. McKinney	Porter & Associates	\$693,542.50	Sep-06
Warehouse Addition - Seymour, MO	American Building Products	Bill Crede		\$197,000.00	Oct-06
New Building - Vienna, MO	Vienna Knights of Columbus	Craig Hollis		\$351,798.05	Apr-07
New Men's Dorm and Commons Area - Moberly, MO	Moberly Area Community College	Eric Ross	The Architects Alliance	\$1,482,792.50	Apr-07
Interior Renovation, Gerbes Supermarket Property - Jefferson City, MO	Maverick Investments	Kurt Schneider	The Architects Alliance	\$301,527.19	Apr-07
Maintenance Garage Expansion Linn, MO	Three Rivers Electric Coop	Tonn Wendenhouse		\$665,915.00	Jun-07
New Storage Building Driving Pursuit Facility Jefferson City, MO	Missouri Highway Patrol	Al Kemple	360 Architecture	\$834,679.00	Jul-07
Classroom and Gymnasium Addition Westphalia, MO	St. Joseph Parish	Chuck Schwartz		\$1,420,338.00	Aug-07

Verslues Construction Co., Inc.

6919 Rocky Valley Rd.

Jefferson City, MO 65101

*(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)***PROJECTS COMPLETED IN THE LAST FIVE YEARS**

Project Name and Address	Owner	Owner Contact	Architect	Contract Amount	Date Completed
Re-roof and Structural Repairs Jefferson City, MO	MoDot	Kelly Hammack		\$877,006.00	Dec-07
New Facility - Fabick CAT Jefferson City, MO	Verslues Properties, LLC	Scott Borlinghaus	David W. Dial, PC	\$5,910,057.46	Jun-08
New Maintenance Facility Jefferson City Street Department Jefferson City, MO	City of Jefferson	Britt Smith		\$1,486,480.72	Jun-08
The Ability Center Linn, MO	Osage County Special Services, Inc.	Virginia Ames	Michael P. Kettlekamp	\$796,490.32	Oct-08
Replace Hanger Door - OAF0/MSHP - Jefferson City, MO	State of Missouri	David Craigg	Barr Engineering	\$362,000.00	Nov-08
New Fire Station #2 Holts Summit, MO	Holts Summit Fire Protection Dist.	Rick Berendzen	Peckham & Wright	\$330,375.68	Nov-08
New Middle School Wardsville, MO	Blair Oaks R-II School District	Sheila Prenger	The Architects Alliance	\$6,160,252.52	Jan-09
Osage County Administration Building Linn, MO	Osage County Commission	Russell Schuelen	Archetype Design Group	\$1,314,446.49	Jan-09
Material Storage Facility Expansion City of Osage Beach Osage Beach, MO	City of Osage Beach	Nick Edelman	Harms, Inc.	\$186,017.00	May-09

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*(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)***PROJECTS COMPLETED IN THE LAST FIVE YEARS**

Project Name and Address	Owner	Owner Contact	Architect	Contract Amount	Date Completed
New Surplus Property Jefferson City, MO	State of Missouri	Jody Evans	The Architects Alliance	\$1,567,087.00	July-09
Fire Station #1 Addition/Renovation Holts Summit Fire Protection District Holts Summit, MO	Holts Summit Fire Protection Dist.	Rick Berendzen	Peckham & Wright	\$1,261,844.18	August-09
South Elementary ReRoof Eldon, MO	Eldon School District	Matt Davis	Architecture & Engineering Consultants	\$516,148.50	August-09
University of Missouri-Columbia Medical Science Bldg. Renovate 7th Floor Columbia, MO	University of MO	Marcia Walker		\$1,148,283.60	Feb-10
Exterior Renovation - Etta & Joseph Miller Performing Arts Center	Jefferson City Public Schools	Bob Weber	The Architects Alliance	\$285,809.36	Feb-10
Youth Addition - Community Christian Church	Community Christian Church		The Architects Alliance	\$320,320.00	April-10
University of Missouri-Columbia Medical Science Bldg. Room 148 Columbia, MO	University of MO	Marcia Walker		\$197,348.01	May-10
Linn State Technical College Automotive Collision Center Renovation	LSTC	John Nilges		\$155,657.00	Sept-10
DNA Storage Addition - MSHP General Headquarters Building	State of Missouri	Jody Evans		\$210,350.00	Sept-10
Jefferson City Public Schools - Concrete Replacement Projects	JCPS	Bob Weber	Central Missouri Professional Service	\$325,782.50	Sep-10

Versluis Construction Co., Inc.
 6919 Rocky Valley Rd.
 Jefferson City, MO 65101
(Formerly Bigges Versluis Constr. Co., Partnership and Versluis Const. Co., Partnership)

PROJECTS COMPLETED IN THE LAST FIVE YEARS

Project Name and Address	Owner	Owner Contact	Architect	Contract Amount	Date Completed
University of Missouri - Columbia Swine Teaching Facility Columbia, MO	University of MO	Marcia Walker	Design / Build	\$627,987.99	Dec-10
Calvary Lutheran High School	Calvary Lutheran High School	John Engelbrecht	Design / Build	\$1,338,997.20	Dec-10
New Unheated Storage Building, Fulton Amnory	State of Missouri	Chris Pritchard		\$157,676.71	Feb-11
New Baseball Field, Fulton School District	FSD	Vance Rzepka	VSR Design	\$439,158.00	May-11
Wardsville Water System Improvements	Village of Wardsville	Jason Kemna	All State Consultants	\$606,149.50	May-11
Marceline Sidewalk Project - Phase 1	City of Marceline	Cary Sayer	Allstate Consultants	\$416,680.08	Sep-11
University of Missouri, Pulse Power Building	University of MO	Marcia Walker	University of Missouri	\$459,000.00	Sep-11

Verslues Construction Co., Inc.

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Jefferson City, MO 65101

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PROJECTS ON HAND

Project Name and Address	Owner	Owner Contact	Architect	Contract Amount	% Completed
University of Missouri-Columbia MUPC 2nd Floor Renovation Columbia, MO	University of MO	Marcia Walker	The Lawrence Group	\$4,149,252.00	99%
Missouri Department of Conservation Central Regional Office	State of Missouri	Kenny Poore	Peckham & Wright	\$6,303,460.44	98%
Wastewater Treatment Facility - Taos, MO	City of Taos		Allstate Consultants	\$1,604,836.52	26%
City of Jefferson, Ice Arena Addition	Paul Beck		City of Jefferson	\$104,820.00	0%

Verslues Construction Co., Inc.

6919 Rocky Valley Rd.

Jefferson City, MO 65101

(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)

Name, Address, and Phone # of Owner Representatives

Chris Devore (573) 526-7935
Kelly Hammack (573) 526-7936
Doug Record (573) 526-7937
Kevin Griep (573) 526-4680
MO Highway & Transportation Dept.
P. O. Box 270
Jefferson City, MO 65102-0270

Mike Knoll
%Quaker Window Products
Highway 63 South
Freeburg, MO 65035
PH.# (573) 744-5211

Cheryl Thomas
St. of MO.
Division of Design & Construction
P. O. Box 809
Jefferson City, MO 65102
PH. # (573) 526-2158

John Nilges
%Linn State Technical College
One Technology Drive
Linn, MO 65051
PH. # (573) 897-3603

Ken Holzem
%St. George Parish
613 Main St.
Linn, MO 65051
PH. # (573) 897-4349

Rob Land
%Association of Electric Cooperatives
2722 E. McCarty St.
Jefferson City, MO 65101
PH. # (573) 635-6857

Tom Hood
%City of Jefferson
Transit Division
320 E. High St.
Jefferson City, MO 65101
(573) 634-6440

Ed Twehous
5925 Twehous Lake Dr.
Jefferson City, MO 65101
PH. # 395-4354

Verslues Construction Co., Inc.
 6919 Rocky Valley Rd.
 Jefferson City, MO 65101
(Formerly Biggs Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)

Name, Address, and Phone # of Owner Representatives

Seth Evans	John M. Ellis	Tom Jansen
Larry Brandhorst	%Ozark Management	%JC Area YMCA
Cary Gampher	601 Nitong	P. O. Box 104176
The Architects Alliance, Inc.	Columbia, MO 65203	Jefferson City, MO 65110
631 W. Main St.	PH. # (573) 449-2765	PH. # (573) 761-9014
Jefferson City, MO 65101		
PH. # (573) 636-5000	Sheila Gassner (573) 681-5087	Bob Idel
	Mike Henderson (573) 681-5088	%Farm Credit Services
Jerry Hagerman	%Lincoln University	P. O. Box 1407
Joe Jensen	820 Chestnut St.	Jefferson City, MO 65102
Pellham, Phillips, Hagerman	Jefferson City, MO 65101	PH. # (573) 636-7131
1111 S. Glenstone, Suite 300		
Springfield, MO 65804	Bob Weber	Mike Schneider
PH. # 865-1672	%Jefferson City Public Schools	%ACI, Frangkiser, Hutchens
	315 E. Dunklin St.	11477 Olde Cabin Rd., Suite 100
Forrest Capps (deceased)	Jefferson City, MO 65101	St. Louis, MO 63141
	PH. # (573) 659-3007	PH. # (314) 821-6222
Vern Holt	Steve Mullins (deceased)	Dan Elken
Belle, MO 65013	Mike Kehoe	%Samco Office Products
PH. #859-3315	%Mike Kehoe Ford	2217 Industrial Dr.
Roy Plassmeyer	807 Southwest Blvd.	Jefferson City, MO 65109
Freeburg, MO 65035	Jefferson City, MO 65109	PH. # (573) 634-3177
David Brizendine (deceased)	Bill Crede	Larry Boeckman
	%America Building Products	%Central MO Tire LLC
Don Ernst	7310 Algea Rd.	2503 E. McCary St.
%CO-MO Electric Cooperative	Jefferson City, MO 65101	Jefferson City, MO 65101
29868 Highway 5	PH. # (573) 634-5433	PH. # (573) 556-6268
Tipon, MO 65081		
PH. # (573) 433-5521		

Verslues Construction Co., Inc.

6919 Rocky Valley Rd.

Jefferson City, MO 65101

(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)

Name, Address, and Phone # of Owner Representatives

Dale Bruemmer
808 Stadium Blvd.
Jefferson City, MO 65101
PH. # (573) 761-7334

Dale Schmutzler
9508 Big Meadows Rd.
Jefferson City, MO 65101
PH. # (573) 395-4569

Jeff Hicks
%White Chapel Funeral Home
4500 S. Lone Pine
Springfield, MO 65804
PH. # (417) 838-8615

George Zimny
%Southern Boone County Fire Protection
P. O. Box 199
Ashland, MO 65010

Ken Wagner
%Capital Projects
2001 E. McCarty St.
Jefferson City, MO 65101
PH. # (573) 634-3660

Gene Arens
%Boone Electric Cooperative
P. O. Box 797
Columbia, MO 65205-0797
PH. # (800) 225-8143

Mike Forek
Eastern District Commissioner
311 E. High St.
Jefferson City, MO 65101
PH. # (573) 634-9112

Steve Hoffman
JC Housing Authority
1040 Myrtle Ave.
Jefferson City, MO 65101
PH. # (573) 635-6113

Connie Hale
Handi-Shop, Inc.
516 E. Liberty
Mexico, MO 65265
PH. # (573) 581-1191

Gilbert Bisges
Osage Fire Protection District
6708 Route W
Jefferson City, MO 65101
PH. # (573) 636-4876

Excalibur Signs
Attention: Roger Haslag
10126 Marina Rd.
Jefferson City, MO 65101
PH. # (573) 395-4133

Fischer Auto Body, Inc.
Attention: Curt Fischer
2707 MO. Blvd.
Jefferson City, MO 65109
PH. # (573) 635-3154

Weber Equipment Co., LLC
P. O. Box 158
Westphalia, MO 65085
PH. # (573) 455-2353

Brad Luecke
St. of MO.
Division of Design & Construction
P. O. Box 809
Jefferson City, MO 65102
PH. # (573) 751-2447

Mike Wyss
President of the Board
Cole County R-I School District
13600 Route C
Russellville, MO 65074

Verslues Construction Co., Inc.

6919 Rocky Valley Rd.

Jefferson City, MO 65101

(Formerly Bisges Verslues Const. Co., Partnership and Verslues Const. Co., Partnership)

Name, Address, and Phone # of Owner Representatives

Vienna Knights of Columbu
% Craig Hollis
PO Box 444
Vienna, MO 65582

Eric Ross
Moberly Area Community College
101 College Ave.
Moberly, MO 65270
PH. # 660-263-4110-258

Gerald L. McKinney, LLC
100 E. Broadway
Ashland, MO 65010

Tom Werdenhaus
%Three Rivers Electric Cooperative
1324 E. Main St.
Linn, MO 65051
PH. # 573-897-2251

Chuck Schwartz
%St. Joseph Parish
Westphalia, MO 65085

Mr. Kenneth C. Williams, 89th RRC
Army Reserve Contracting Center
3130 George Washington Blvd.
Wichita, KS 67210-1598

Kurt Schneiter
Maverick Investements
3633 E. Broadway, Suite 100
Long Beach, CA 90803
PH. # 562-856-9300

Britt Smith
City of Jefferson
320 E. McCarty St.
Jefferson City, MO 65101
PH. # 573-634-6433

Scott Borlinghaus
Fabick CAT
One Fabick Drive
Fenton, MO 63026
PH. # 636-343-5900

Osage County Special Services
% Virginia Ames
104 E. Main St.
Linn, MO 65051
PH. # 573-897-2991

Osage County Commission
% Russell Schuelen
106 E. Main St.
Linn, MO 65051
PH # 573-897-2285

Holts Summit Fire Protection District
% Rick Berendzen
P. O. Box 33
Holts Summit, MO 65043

Nick Edelman
City of Osage Beach
1000 City Parkway
Osage Beach, MO 65065
PH# 573-302-2000

Vershues Construction Co., Inc.
6919 Rocky Valley Rd.
Jefferson City, MO 65101
(Formerly Bigges Vershues Const. Co. Partnership and Vershues Const. Co. Partnership)

Name, Address, and Phone # of Owner Representatives

Blair Oaks R-II School District Attention: Sheila Prenger, Board Secretary 6124 Falcon Lane Jefferson City, MO 65101 PH# 573-636-2020	Village of Wardsville 5805 Wardsville Road Jefferson City, MO 65101
Steven Atkinson Missouri Department of Conversation 2901 W. Truman Blvd. Jefferson City, MO 65109 PH.# 573-522-4115 Ext. 3765	Calvary Lutheran High School John Engelbrecht 900 Leslie Blvd. Jefferson City, MO 65101 PH. # 573-681-5491
Matt Davis, Superintendent Eldon R-I School District 112 South Pine St. Eldon, MO 65026 PH.# 573-392-8000	Al Kemple 573-751-3357 Jody Evans 573-751-3205 David Craigg 573-526-5768 State of Missouri Office of Administration Division of Facilities Management Jefferson City, MO
The Curators of the University of Missouri Marcia Walker 130 General Services Building Columbia, MO 65211 PH. # 573-882-4332	Kenny Poore Missouri Department of Conversation 2901 W. Truman Blvd. Jefferson City, MO 65109 PH.# 573-522-4115 Ext. 3767
Community Christian Church 409 Ellis Blvd. Jefferson City, MO 65101	Vance Rzepka VSR Design 4900 W. 90th Terr. Prairie Village, KS 66207

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Maries

Edith A. Verslues, being first duly sworn, deposes and
says that he is President
(Title of Person Signing)

of Verslues Construction Co., 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 Edith A. Verslues

By _____

By _____

Sworn to before me this 19th day of January, 20 12

[Signature]
Notary Public

My Commission Expires August 5, 2013

JAMES WIEBERG
Notary Public - Notary Seal
STATE OF MISSOURI
County of Maries
My Commission Expires 8/5/2013
Commission # 09851221

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 06-07-95

Dated January 19, 2012

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.)

Verslues Construction CO., Inc.

(If a corporation - show its name above)

ATTEST:

Dennis J. Verslues
 (Secretary)

Edith S. Verslues
 (Title) President

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 Maries

On this 19th day of January, 20 12

before me appeared Edith A. Verslues 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.~~

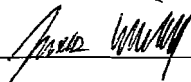
~~(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.~~

(if a corporation) that he is the President
President or other agent

of Verslues Const. Co., 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 10:00, AM the day and year first above written.

(SEAL)



Notary Public

JAMES WIEBERG
Notary Public - Notary Seal
STATE OF MISSOURI
County of Maries
My Commission Expires 8/5/2013
Commission # 09851221

My Commission expires AUGUST 5, 20 13.

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 Verslues Construction Co., 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).
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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
 3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
 5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III, below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

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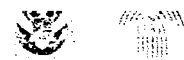
contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



ARTICLE III

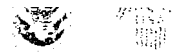
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
 2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible
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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

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Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Verslues Construction Co., Inc.

Company Facility Address: 6910 Rocky Valley Rd.

Jefferson City, MO 65101

Company Alternate
Address:

County or Parish: COLE

Employer Identification

Number: 431714817

North American Industry
Classification Systems

Code: 236

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

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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 Verslues Construction Co., Inc.

Edith A Verslues

Name (Please Type or Print)

Title

Electronically Signed

02/26/2009

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

02/26/2009

Signature

Date

**APPENDIX A – BUY AMERICA CERTIFICATION
(Complete Certification)**

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 01-19-12

Signature *Edith A Verslues*

Company Name Verslues Construction Co., Inc.

Title President

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1) and 49 C.F.R. 661.5, but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 C.F.R. 661.7.

Date _____

Signature _____

Company Name _____

Title _____

APPENDIX B, 40 CFR PART 20 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding \$100,000)

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)]. Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352 (c) (1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure of failure.]

The Contractor _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

General Decision Number: MO100096 12/02/2011 MO96

State: Missouri

Construction Type: Building

(Please complete and return with Bid)

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.

Edith A. Verslues, President

Name and Title of Authorized Representative

Edith A. Verslues

Signature

01-19-12

Date



BOONE COUNTY, MISSOURI
Request for Bid #: 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement

ADDENDUM #1 - Issued November 18, 2011

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County received the following questions and are providing a response below:

- 1) **Question:** Regarding the Test and Balance. On the MEP page it says no certified balance is required, but in the specification book, it appears that it is. Please clarify.

Response: Test and balance must be completed for the lower level only. Certified test and balance for the upper level is not required.

- 2) **Question:** Section 2 says there is a \$500 per day penalty and right under that it says \$100 per day. What is the penalty for not completing on time? What is the project completion date?

Response: \$100.00 per day penalty for each day past the completion date on or before March 28, 2012.

- 3) **Question:** Will the boiler removal be completed by Owner or Contractor?

Response: Boone County will remove the boiler.

Attached to this addendum is a list of pertinent changes and clarifications from the Architect:

ADDENDUM #1-Bid Number 04-19JAN12

DATE: **January 13, 2012**

TO BIDDING DOCUMENTS ENTITLED:

**Boone County
Alternative Sentencing Center Renovations**

PWA PROJECT NUMBER: 201119.01

PREPARED FOR: County of Boone, Missouri

CONSULTANT: **Peckham & Wright Architects
Attn: Erik Miller, AIA
15 South Tenth Street
Columbia MO 65201
Telephone: (573) 449-2683
Fax: (573) 442-6123
Email: emiller@PWArchitects.com**

Drawings and Specifications for the above noted project and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

Specifications:

1. **Section 01 1000 Summary:** Item 1.04 A Project Schedule: Change to Read:
 - A. The Project should be substantially completed on or before March 28, 2012.
2. **Section 07 5300 Elastomeric Membrane Roofing: 2.03 ROOFING MEMBRANE AND ASSOCIATED MATERIALS:** Change the following:
 - A. Membrane: Ethylene-propylene-diene-terpolymer (EPDM); non reinforced.
 1. Thickness: Match thickness of existing membrane.
3. **Section 07 5300 Elastomeric Membrane Roofing: 1.08 WARRANTY, Clarification:** The roofing was installed previously by Watkins Roofing in Columbia and has been identified as manufactured by Firestone. The Contractor should verify the extent of the existing warranty and comply with those provisions for all patching work to keep the existing warranty in place.

Mechanical Drawings:

1. **Clarification-Sheet M1.1** in the package is included in the drawings for information purposes only to allow the Contractor to understand and be able to coordinate with the scope of work associated with the separate bid for Interior renovation. Sheet M1.1 is not part of the scope of work for this project and is by others. Bidding Contractors should be aware of this scope and plan to coordinate work with the Interior Renovation Contractor awarded under a separate contract.

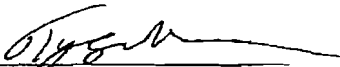
Electrical Drawings:

1. **Clarification-Sheet E1:** Detail Labeled "Roof Power Plan-Grant" and associated notes included in the drawing along with the electrical power, wiring and connection

for the Rooftop Unit (RTU) indicated in the Electrical Panel Schedule for Panel P1 are part of the scope of work for this project. All other information on this drawing is included for information purposes only to allow the Contractor to understand and be able to coordinate with the scope of work associated with the separate bid for Interior Renovation. Other information and associated notes are not part of the scope of work for this project and are by others. Bidding Contractors should be aware of this scope and plan to coordinate work with the Interior Renovation Contractor awarded under a separate contract.

Plumbing Drawings:

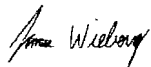
1. **Clarification-Sheet P1.1** in the package is included in the drawings for information purposes only to allow the Contractor to understand and be able to coordinate with the scope of work associated with the separate bid for Interior Renovation. Sheet P1.1 is not part of the scope of work for this project and is by others. Bidding Contractors should be aware of this scope and plan to coordinate work with the Interior Renovation Contractor awarded under a separate contract.

By: 
 Tyson Boldan, Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid # 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement receipt of which is hereby acknowledged:

Company Name: Verslues Construction Co., Inc.
 Address: 6919 Rocky Valley Rd.
Jefferson City, MO 65101

Phone Number: (573) 395-4323 Fax Number: (573) 395-4614
 E-mail address: info@versluesconstruction.com

Authorized Representative Signature:  Date: 1/18/2012

Authorized Representative Printed Name: James Wieberg

PRE-BID CONFERENCE SIGN IN SHEET

03-19JAN12 – Boone County Alternative Sentencing Center Renovation
 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement

Wednesday, January 11, 2012, 9:30 a.m. central time

	Representative Name	Business Name	Telephone Number	Fax Number
18.	Teresa Matthews	Questec Mechanical	875-0260	875-0299
19.	Kelley Ballenger Eiselle Ballenger	Ballenger Enterprises	424-8359	445-2467
20.	Phillip Porter	Air Systems	877-0700	445-3588
21.	STEVE BURR	WAUCO	573-893-4880	573-893-4312
22.	Wayne Martin	Maverick Construction, LLC	636-462-1392	636-462-1355
23.	Keith Stallings	Crawford Const	573-875-1250	874-8656
24.	Jason Gibson	Boone County Auditors		
24.	Joe Pitchford	BOCO Auditor		
26.	Matthew [unclear]	13 th Circuit Court		
27.	Dylan Powell	Feethaw & Wright Arch.	573-449-2683	
28.				
29.				
30.				
31.				
32.				
33.				
34.				

PRE-BID CONFERENCE SIGN IN SHEET

03-19JAN12 – Boone County Alternative Sentencing Center Renovation
 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement

	Representative Name	Business Name	Telephone Number	Fax Number
1.	Melinda Bobbitt	Boone County Purchasing	886-4391	886-4390
2.	Bob Davidson	Boone County Facilities Maintenance	886-4401	
3.	Michael Berger	G.B.H Builders.	893-3633	893-5847
4.	Scott Fritz Bob Schwartz	J. Davis Group	443-2488	-3469
5.	John D. McAfee	McAfee Construction, Inc.	474-4397	474 0160
6.	Bob Coleman	SPECIALIZED MECH SERV	573 881-3340	
7.	Mark Schutte	STAR HEATING	573 881-9143	875-3080
8.	LARRY JONES	Schneider Electric	573-636-4101	573-636-4424
9.	JAMES WIEBERG	VERSUES CONST. CO. INC.	573-395-4323	573-395-4614
10.	GARY E. DORR	FIVE OAKS ASSOCIATES	573-682-1314	573-682-9514
11.	CRAIG SIMON	PROFESSIONAL CONTRACTORS & ENGINEERS, INC	573-442-1113 x222	573-875-4478
12.	Chris Hentges	SIRCAL Contracting	573-893-5977	573-893-5509
13.	JIM LEWIS	Air MASTERS Corp	573-442-6100	573-442-6104
14.	LEE PEDERSON	HUEBERT BUILDERS, INC	573-449-4996	573-442-1032
15.	DON LONG	Master Tech	573-777-7777	573-446-5901
16.	DOUG PLANT	SHEET METAL WORKERS	573 642-1833	573-642 6910
17.	Clay Grannemann	Braun Plastering	573 892-3432	573-893-7479

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Verslues Construction Co., Inc.
6919 Rocky Valley Road
Jefferson City, MO 65101

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
3910 Keswick
Baltimore, MD 21211

Mailing Address for Notices

Fidelity and Deposit Company of Maryland
3910 Keswick
Baltimore, MD 21211

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Boone County Purchasing Office
613 E. Ash Street, Room 110
Columbia, Mo 65201

BOND AMOUNT: \$ Five Percent of Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Project No: 04-19JAN12

Boone County Alternative Sentencing - Mechanical Unit Replacement

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of January 2012

(Witness)

VERSLUES CONSTRUCTION CO., INC.

(Principal)

(Seal)

(Title)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(Surety)

(Seal)

(Title)

James P. Cittadino, Attorney in Fact



EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

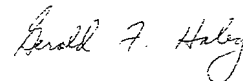
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 19TH day of JANUARY, 2012.



Assistant Secretary

**Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Donna J. THONE and James P. CITTADINO, all of St. Louis, Missouri, EACH** his true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Gregory L. STANLEY, Theresa A. HUNZIKER, Michael T. REEDY, Carey M. PREWITT, Donna J. THONE, James P. CITTADINO, Chris LAYTON, dated August 17, 2006.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 14th day of April, A.D. 2008.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

Theodore G. Martinez

By:

Gregory E. Murray Assistant Secretary *Theodore G. Martinez*

State of Maryland }
City of Baltimore } ss:

On this 14th day of April, A.D. 2008, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposed and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Dennis R. Hayden

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 19TH day of JANUARY, 2012.


Assistant Secretary



BOONE COUNTY, MISSOURI
Request for Bid #: 04-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement

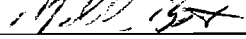
ADDENDUM #2 - Issued January 26, 2012

This addendum is issued in accordance with the Introduction and General Conditions of Bidding in the Request for Bid and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should** be acknowledged and submitted with Bidder's *Response Form*.

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

The County is providing the following for informational purpose:

Drug testing and CASA located in the basement of the Alternative Sentencing Building at 607 E. Ash Street will move to County owned Lifestyles building during the renovation of the building. Administrators and staffing activities upstairs of the Alternative Sentencing Building will continue during the renovation.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Bid # **03-19JAN12 – Boone County Alternative Sentencing – Mechanical Unit Replacement** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

EPLS

Excluded Parties List System



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 : verslues
As of 26-Jan-2012 1:34 PM EST
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
- > System for Award Management (SAM)

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

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 14th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve amendment number two to 01-27JAN11 – Lawn Care Maintenance and Seasonal Grounds Services with Poehlmann’s Lawn & Landscape, LLC. It is further ordered the Presiding Commissioner is hereby authorized to sign said amendment.

Done this 14th day of February, 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

COPY

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: January 24, 2012
RE: Amendment Number Two – 01-27JAN11 – Lawn Care Maintenance and Seasonal Grounds Services

Contract *01-27JAN11 – Lawn Care Maintenance and Seasonal Grounds Services* was approved in commission on March 8, 2011. The attached amendment adds snow removal service for the Sheriff Department.

This is a County-wide Term and Supply contract and invoices from that facility will be paid from department 1256 – Sheriff / Corrections Building HK/MAINT , account 71600– Equip Leases / Meter Charge.

cc: Bid File

**CONTRACT AMENDMENT NUMBER TWO
PURCHASE AGREEMENT FOR
LAWN CARE MAINTENANCE AND SEASONAL GROUNDS SERVICES
TERM AND SUPPLY**

The Agreement **01-27JAN11** dated March 8, 2011 made by and between Boone County, Missouri and Poehlmann Lawn and Landscape LLC for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

1. Add County facility, Boone County Sheriff Department, located at 2121 County Drive, Columbia, Missouri for **snow removal service** as outlined in the attached quote dated January 18, 2012.

Rates for services, materials and equipment:

Snow plow w/spreader / Skid loader / Tractor w/blade	\$80.00/hour
Laborer	\$40.00/hour
Granular ice control products	\$8.00 per 50 pound bag
Liquid pretreatment / deicer for walkways	\$32.00 per gallon plus labor

2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

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

POEHLMANN'S LAWN & LANDSCAPE, LLC

BOONE COUNTY, MISSOURI

by ANTHONY POEHLMANN

by: Boone County Commission
[Signature]
Daniel K. Atwill, Presiding Commissioner

title OWNER

APPROVED AS TO FORM:

ATTEST:

[Signature]
County Counselor

[Signature]
Wendy S. 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 this contract do not create a measurable county obligation at this time.)

71100
1256 / ~~11600~~ / Term & Supply

[Signature] / Poehlmann's 2-1-12 Date Appropriation Account
June Pitchford by jij 02/07/2012 -No Encumbrance Required



January 18, 2012

Boone County Jail
2121 County Dr.
Columbia, Missouri 65202

Winter Weather Services

Parking lots and sidewalks:

The drives and empty parking spaces where there are at least two open spaces or more will be cleared for approximately every 3-inch or greater snowfall. Ice control products will be applied upon completion of snow clearing unless otherwise directed in writing. Under certain circumstances it may be necessary to pretreat parking and driving areas with ice control products to prevent the snowpack from bonding to the pavement. During extended periods of precipitation and/or blowing and/or drifting of snow, re-clearing will occur after approximately 24 hours or 3 inches or more of additional accumulation or as requested. We will not treat individual parking spaces or clear the snow between parked cars unless otherwise directed. Shoveling of sidewalks will only be completed upon request.

Rates for services, materials and equipment:

Rate per push not including ice control products	n/a
Snow plow w/spreader / Skid loader / Tractor w/blade	\$80.00/hour
Laborer	\$40.00/hour
Granular ice control products	\$8.00 per 50 pound bag
Liquid pretreatment / deicer for walkways	\$ 32.00 per gallon plus labor

Once clearing operations have concluded and our crew(s) have left the premises for the triggering event, it is up to the tenants / property manager to be aware of possible hazardous conditions that may arise. Examples of these conditions are refreezing, blowing and drifting of snow, or other winter weather related hazards. Should hazardous conditions exist, please notify us and action will be taken to remove or reduce the hazard.

If you accept these terms, please sign and date the proposals and return it to us. If you have any further requests or specifications, please contact us.

Sincerely,

Anthony Poehlmann
Poehlmann's Lawn & Landscape

Authorized Signature _____ Date of acceptance _____

Cell: 573-819-3851

Office: 573-817-0031

Fax: 573-817-1321

PLL.Columbia@gmail.com

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

February Session of the January Adjourned

Term. 20 12

In the County Commission of said county, on the 14th day of February 20 12

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to account for expenses and revenue related to the contract for MU security:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1251	3528	Sheriff	Reimb Personnel/ Projects		31,433.00
1251	10100	Sheriff	Salaries & Wages		26,543.00
1251	10200	Sheriff	FICA		2,031.00

Done this 14th day of February, 2012.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
 Presiding Commissioner

Karen M. Miller

Karen M. Miller
 District I Commissioner

Absent
 Skip Elkin
 District II Commissioner

Pay Year	Dept	Position Number	Last Name	Hourly Rate	Check Pay Date	Pay Period	Regular Hours	Holiday Hours	Vacation Hours	Sick Hours	Funeral Hours	Other Hours	Holiday Worked Hrs	Shift Diff Hours	OT-1.0 Hours	OT-1.5 Hours
2011	1251	601	VANDEGRIFPE	38.00	2011/11/10	23	6.50									
2011	1251	601	VANDEGRIFPE	38.00	2011/11/25	24	6.25									
2011	1251	601	VANDEGRIFPE	38.00	2011/12/09	25	6.50									
2011	1251	601	WEBER	38.00	2011/09/30	20	6.25									
2011	1251	601	WHITE	38.00	2011/09/30	20	6.25									
2011	1251	601	WINCHESTER	38.00	2011/10/28	22	6.00									
2011	1251	601	WINCHESTER	38.00	2011/11/25	24	6.25									
TOTAL							698.50									

*** END OF REPORT ***

Expense = \$38.00 per hour
 Revenue = \$45.00 per hour

Salary 10100
 REIMB 3528
 698.50 x 0. C
 38. =
 26,543.00 *
 698.50 x
 45. =
 31,432.50 *

FICA 10200
 0. C
 26,543. x
 0.0765 =
 2,030.54 *

1/26/2012

FY 2011
Budget Amendments/Revisions
Sheriff (1251)

Index #	Date Recd	Dept	Account	Dept Name	Account Name	\$Increase	\$Decrease	Reason/Justification
1	5/2/2011	1251	10100	Sheriff	Salaries & Wages		1,925	cover contract MSHP employees for data entry due to vacancies in the warrents division
		1251	71100	Sheriff	Outside Services	1,925		
2	8/17/2011	1192	10600	Employee Benefits	Unemployment		4,587	2nd Quarter 2011 Unemployment
		1132	10600	Election/VR	Unemployment	208		
		1140	10600	Treasurer	Unemployment	600		
		1150	10600	Collector	Unemployment	190		
		1242	10600	JJC	Unemployment	19		
		1251	10600	Sheriff	Unemployment	1,920		
		1255	10600	Corrections	Unemployment	1,650		
3	10/17/2011	1251	91301	Sheriff	Computer Hardware	795		Transfer to cover criminal investigations equipment
			91302	Sheriff	Computer Software	275		
			85400	Sheriff	Criminal Investigation		1,070	
4	11/10/2011	1251	85400	Sheriff	Criminal Investigation		1,311	To cover purchase of equip. needed for investigations
		1251	91000	Sheriff	Office Equipment	1,311		
5	11/10/2011	1251	3411	Sheriff	Federal Grant Reimb.	30,000		Increase rev & exp for Grant reimb to purchase and outfit new BAT van
		1251	3835	Sheriff	Sale of Fixed Asset	2,000		
		1251	92400	Sheriff	Replace Vehicle	20,000		
		1251	60250	Sheriff	Equipment Installation	12,000		
6	11/16/2011	1192	10600	Employee Benefits	Unemployment		13,359	To cover 3rd Quarter 2011 unemployment expense
		1132	10600	Election & Registration	Unemployment	96		
		1150	10600	Collector	Unemployment	487		
		1200	10600	Public Administrator	Unemployment	1,246		
		1251	10600	Sheriffs Department	Unemployment	4,480		
		1255	10600	Corrections	Unemployment	5,536		
7	1/26/2012	1251	3528	Sheriff	Reimb Personnel/Projects	31,433		
		1251	10100	Sheriff	Salaries & Wages	26,543		
		1251	10200	Sheriff	FICA	2,031		

1/26/2012

FY 2011
Budget Amendments/Revisions
Sheriff (1251)

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		1251	10600	Sheriffs Department	Unemployment	4,480		
		1255	10600	Corrections	Unemployment	5,536		
7	1/26/2012	1251	3528	Sheriff	Reimb Personnel/Projects	31,433		To budget revenue and expenses related to MU Security Contract
			10100	Sheriff	Salaries & Wages	26,543		
			10200	Sheriff	FICA	2,031		