



# Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Thursday, July 2, 2015

8:50 AM

The Christian County Courthouse

## I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:55 AM
Bill Barnett	Western Commissioner	Present	8:55 AM
Sue Ann Childers	Eastern Commissioner	Present	8:55 AM
Mary Argiso	Assistant	Present	8:55 AM
Cheryl Mitchell	Assistant	Present	8:55 AM
Julia Maples	Administrative Assisstant	Present	

## II. Agenda

### **Motion/Vote - 8:55 AM Christian County Commission**

Discussion - Approve Commissioners Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell,

The Commission met to approve the agenda for Thursday, July 02, 2015.

Presiding Commissioner Weter entertained a motion for approval.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

### **Motion/Vote - 8:56 AM Kay Brown-County Clerk**

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell,

The Commission met to approve any minutes and financials.

Presiding Commissioner Weter entertained a motion to approve the regular minutes for Monday, June 29, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

### **Motion/Vote - 8:58 AM**

- Motion to approve May 28, 2015 closed minutes.

Commissioner Weter entertained a motion to approve the closed session minutes for May 28, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Sue Ann Childers, Eastern Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 8:59 AM**

- Motion to approve June 29th, 2015 closed minutes.

Commissioner Weter entertained a motion to approve the closed session minutes for June 29th, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 9:00 AM      Miranda Beadles-Highway Administrator**

Bid Opening - Bid Opening-Road Oil for County Roads

The meeting was attended by Commission Secretary Cheryl Mitchell,

The Commission met regarding Bid Opening - Road Oil for County Roads

Commissioner Weter began the meeting reviewing the Bid opening submitted from APAC. Commissioner Weter said to forward bid to Ms. Miranda Beadles Highway Engineer Administrator & Road Supervisors Brent Young & Richard Teague for their review and recommendation.

Presiding Commissioner Weter entertained a motion for the Bid to be reviewed and recommended by Ms. Miranda Beadles & Road Supervisors Richard Teague & Brent Young. We will also meet with a decision set for Thursday, July 9th, 2015 @ 8:45am.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 9:30 AM      Todd Wiesehan-Planning & Development Administrator**

Right of Way Dedication - Right of Way-E. County Line Rd & Cottonwood Rd in Common I District

The meeting was attended by Commission Secretary Cheryl Mitchell, Mr. Todd Wiesehan Planning & Development Administrator,

The Commission met with Mr. Wiesehan regarding Right of Way-E. County Line Rd. & Cottonwood Rd. In Common I Road District.

Mr. Todd Wiesehan presented to the Commission the Right of Ways-E. County Line Rd. & Cottonwood Rd. In Common I Road District.

Presiding Commissioner Weter requested the right of ways be motioned separately.

**Motion/Vote -**

- Motion to accept Right Of Way E. County line Rd.

Commissioner Weter entertained a motion to accept the Right Of Way on E. County Line Rd. From the Glen Mooney Trust.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote -**

- Motion to accept Right of Way on Cottonwood Rd.

Commissioner Weter entertained a motion to accept the Right of Way on Cottonwood Rd., from David & Rebecca Mooney.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Sue Ann Childers, Eastern Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 10:00 AM Christian County Commissioners**

Discussion - Domestic Utility Tax Discussion & Order

The meeting was attended by Commission Secretary Julia Maples, Sheriff McNiel, Ms. Dollarhite, 911 Director Rance Duffy, Attorney John Housley, Planning & Development Administrator Todd Wiesehan, Treasurer Karen Matthews, Auditor Lacy Hart, Mr. David Driskell, Circuit Clerk Barb Stillings, Headliner News Reporter Amelia Wigton, Citizens Patrick & Lynn Kempen, Mr. David Widner, & Christian County Ambulance Kasha Driskill.

The Commission met to discuss the Domestic Utility Tax Discussion & Order

Mr. Duffy began his presentation as noted:

1. Explanation of Utility Sales Tax
2. How it is Imposed.
3. County Impact
4. Household Impact
5. This tax applies to residential & not businesses.

Concerns were discussed among the audience and Commissioners regarding the domestic utility tax:

1. Public should be able to vote on the tax.
2. Clarification needs to detailed regarding this tax.
3. Would the tax money be spent on expansion or services?
4. The department's needs for funds.
5. Discussed the need for additional revenue to

accommodate County Official's needs. 6. Prosecutor's office expansion options. 7. Citizens task force impute.

The discussion amongst the audience and the Commissioners conclusion was indecisive.

Commissioner Weter entertained a motion to reconsider this matter on Aug. 10th, 2015.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**Motion/Vote - 2:00 PM Christian County Commission**

Discussion - Purchasing Policies Discussion

The meeting was attended by Commission Secretary Julia Maples, Chief Deputy Clerk Norma Ryan, Sheriff Dwight McNeil, Coroner Brad Cole, Headliner News Reporter Hanna Smith, Treasurer Karen Matthews, Auditor Lacy Hart, Ms. Blanca Mallonee, Consultant Mike Robertson.

The Commission met with Sheriff McNeil to discuss the Purchasing Policies.

Commissioner Weter began discussion addressing budget guidelines and current policy issues within the sheriffs department regarding the approvals of the invoices, purchase orders and packing slips.

Sheriff McNeil made suggestions regarding how the process should be done. Evidently in the past purchases were being made without proper authorization. The Sheriff has begun enforcing the accounting guidelines and purchasing policies to the best of his ability. He also addressed a need to better control with the manual procedures before issuing a check, for example two signature approvals. Different software programs were discussed about modernizing our system compatible with all departments. Sheriff McNeil said the process today is all over the board. Commissioner Weter noted that we use to have a purchasing agent, and suggest that we may need to reestablish the position. Sheriff McNeil addressed a matter concerning the clerical staff within the Sheriff's department whom have not had raises in 3 years. He said that we have the funds to solve this matter, he is proposing to move money from the CCW account to payroll.

Ms. Matthews addressed a matter regarding the officers not clocking in and out. Sheriff McNeil said there are computers in all the cars now so there's no reason why they can't clock in and out.

Also discussed was the need to have someone look over the fleet repairs.

Presiding Commissioner Weter entertained a suggestion to involve the County Independent Auditor's input regarding this matter concerning purchasing policies.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Sue Ann Childers, Eastern Commissioner
<b>SECONDER:</b>	Bill Barnett, Western Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers

**III. Adjournment**

The meeting was closed at 3:26 PM  
The Commission is adjourned until Monday, July 6, 2015.

**Motion/Vote - 3:26 PM**

- Motion to adjourn  
Commissioner Weter entertained a motion to adjourn.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Bill Barnett, Western Commissioner
<b>SECONDER:</b>	Sue Ann Childers, Eastern Commissioner
<b>AYES:</b>	Ray Weter, Bill Barnett, Sue Ann Childers




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Ray Weter

Presiding Commissioner, Ray Weter




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Bill Barnett

Western Commissioner, Bill Barnett

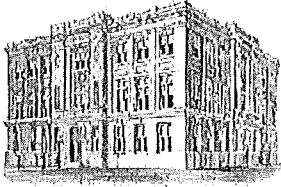



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Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

# Christian County Commission



## Invitation to Bid

Return bid no later than 8:45 a.m., July 2<sup>nd</sup>, 2015 Central Time

Product or Services Requested: Road Oil

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: July 2<sup>nd</sup>, 2015

Bid Opening Time: 9:00 a.m.

Contact: Cheryl Mitchell Administrative Assistant  
Christian County Commission  
100 W. Church Street Room 100  
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov)

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

### 1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN". If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

### (2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

### (3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

**(4) Product Samples:**

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

**(5) Itemization of Proposal:**

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

**(6) Minority Business Participation:**

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

**(7) Communication with County Employees:**

Vendors shall not communicate with any county employee regarding this invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

**(8) Collusion:**

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

**(9) Discount applicable:**

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

**(10) Incurred costs:**

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

**(11) For Construction Services:**

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

**(12) Vendor's Personnel Qualifications:**

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

**(13) Insurance:**

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

#### **(14) Vendor Liability:**

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

#### **(15) Business Compliance:**

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

Registration of business name. (if applicable)

Certificate of authority to transact business/certificate of good standing. (if applicable)

Taxes (e.g., city/county/state/federal)

State and local certifications (e.g. Professions/occupations/activities)

Licenses and permits (e.g., city/county license, sales permits)

Insurance (e.g., worker's compensation/unemployment compensation)

#### **(16) Terms and Conditions:**

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

#### **Christian County will enter into a one-year agreement.**

Christian County has the option of renewing the agreement for **two (2) additional one-year periods**. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

The Commission will give vendor a 30 day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference. Prices quoted will cover all renewal periods.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

#### **(17) Employee Bidding/Conflict of Interest:**

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?



**(18) Independent Contractor:**

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

**(19) Substitutions:**

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

**(20) Replacement of Damaged Product:**

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

**(21) Prices:**

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period and subsequent potential terms and conditions. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

**(22) Fuel charges:**

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

**(23) Description of Product:**

The vendor should present a detailed description of the product proposed on the Pricing Sheet (Page 16) in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

**(24) Non-Exclusivity:**

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

**(25) Billing and Payments:**

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.** Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial. If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

**(26) Return of Goods:**

Christian County may cancel any purchase at any time for a full credit.

**(27) Management of Materials:**

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners. *The decision of the adjustment to the cost by Christian County shall be final and without recourse.*

**(28) Schedule:**

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contractor.

**(29) Services:**

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

**(30) Reporting Requirements:**

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

**(31) Liquidated Damages:**

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

**(32) Excused Performance:**

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

**(33) Cancelling Service:**

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

**(34) Determination for Award:**

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

**(35) Protesting bid award:**

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

**(36) Suspension or debarment of Vendor:**

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to county offices. Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

**(37) Contact Information:**

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to [countycommission@christiancountymo.gov](mailto:countycommission@christiancountymo.gov). This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

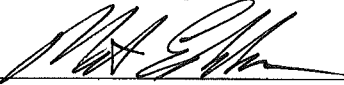
Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS  
Ray Weter, Presiding Commissioner  
Bill Barnett, Western Commissioner  
Sue Ann Childers, Eastern Commissioner

**(38) Declaration:**

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. APAC-Missouri, Inc.
Mailing Address 4580 W. Calhoun	IRS Form 1099 Mailing Address P.O. Box 1187
City, State, Zip Code Springfield, MO 65802	City, State, Zip Code Springfield, MO 65801

Contact Person David Wilkins	Email Address James.Wilkins@apac.com
Phone number 417-868-6700	Fax number 417-868-6785
Authorized Signature 	Date July 2, 2015
Printed Name Michael J. Eshleman	Title Vice President

Attachment: 2015 APAC Road Oil Bid (2323 : Bid Opening-Road Oil for County Roads)

### Exhibit A-References

List three (3) business references:  
1<sup>st</sup>

SEE ATTACHED REFERENCE LIST

Company Name

Representative Name

Address

City

State

Zip

Business Phone

Business Fax

Cellular Phone

email address if available

2<sup>nd</sup>

Company Name

Representative Name

Address

City

State

Zip

Business Phone

Business Fax

Cellular Phone

email address if available

3<sup>rd</sup>

Company Name

Representative Name

Address

City

State

Zip

Business Phone

Business Fax

Cellular Phone

email address if available

### Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)

Attachment: 2015 APAC Road Oil Bid (2323 : Bid Opening-Road Oil for County Roads)

(12)

Delivered Standard Products

MC-3000	75,000 gallons x \$	\$2.40 per gallon	Price per gal = \$	\$2.40 per gallon
MC-800	6,000 gallons x \$	\$2.45 per gallon	Price per gal = \$	\$2.45 per gallon
MC-30	6,000 gallons x \$	\$2.95 per gallon	Price per gal = \$	\$2.95 per gallon
CRS-2P	1000,000 gallons x \$	No Bid	Price per gal = \$	No Bid
CRS-2	75,000 gallons x \$	No Bid	Price per gal = \$	No Bid
EA-300	6,000 gallons x \$	No Bid	Price per gal = \$	No Bid
AEP	12,000 gallons x \$	No Bid	Price per gal = \$	No Bid
			Total : \$	

Delivered Optional Products

MC-250	6,000 gallons x \$	\$2.75 per gallon	Price per gal = \$	\$2.75 per gallon
SS-1	6,000 gallons x \$	No Bid	Price per gal = \$	No Bid
SS-1D 50/50	6,000 gallons x \$	No Bid	Price per gal = \$	No Bid
RS FOG	6,000 gallons x \$	No Bid	Price per gal = \$	No Bid
			Total : \$	

F.O.B. Prices on all products

MC-3000	Price per gal = \$	\$2.40 per gallon	MC-800	Price per gal = \$	\$2.45 per gal
MC-250	Price per gal = \$	\$2.75 per gallon	CRS-2P	Price per gal = \$	No Bid
CRS-2	Price per gal = \$	No Bid	EA-300	Price per gal = \$	No Bid
AEP	Price per gal = \$	No Bid	SS-1	Price per gal = \$	No Bid
SS-1 50/50	Price per gal = \$	No Bid	RS Fog	Price per gal = \$	No Bid
				Total : \$	

The above quantities are estimated gallons and Christian County reserves the right to increase or decrease the amount of gallons, and/or remove a product listed in this bid without any additional charges or penalties being applied by the bidder, if not so stated in the comments section.

Name of firm: APAC-Missouri, Inc.

Authorized signatures  Date July 2, 2015  
 Michael J. Eshleman, Vice President

Attachment: 2015 APAC Road Oil Bid (2323 : Bid Opening-Road Oil for County Roads)

(13)  
Location

List below the locations of your plant or terminal facilities from where you intend to produce the materials for this Christian County project. Please state at what locations F.O.B. sales are available:

4624 W. Calhoun Springfield, MO 65802

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Additional Information Section

If you have any additional information regarding your pricing, terms, conditions, or products please list them below:

APAC reserves the right to negotiate prices after the first year of this contract if the county elects to extend the contract into years 2 and 3.

On all delivered loads, the following will apply. An hourly unloading rate will apply after the first 1.5 hours at a rate of \$70 per hour. Short loads (less than 5,500 gallons) will be charged an additional \$325 each load. Return loads are subject to a \$0.50 per gallon restocking fee.

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(14)

RESPONSE FORM:

Companies that contract with Christian County to provide goods and services on this bid must have on file proof of insurance and notarized statement that the company is complying with Federal Department of Transportation Regulation 49 CRF Part 40 (random drug and alcohol testing of personnel in safety sensitive positions). Companies must also provide material and performance bonds.

All products that are supplied under this contract must be from a facility that is listed as qualified bituminous material source by MoDOT. Asphalt emulsified primer (AEP) must be pre-approved and subject to testing (ss-1 or ss-1 diluted will not be allowed as a substitute for this product). RS FOG bids are for rapid setting fog seal oil if your company produces a products of this nature, please include it in your bid. \*\*any product can be added to comment section\*\* All prices should include delivery, fuel charges, and any other charges that your company may impose in the contract for supply of these materials anywhere in Christian County, Missouri. All prices shall be in the price per gallon format.

The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Company Name: APAC-Missouri, Inc.

Address: P.O. Box 1187

City Springfield State MO Zip 65801

Phone 417-868-6700 Fax 417-868-6785

email: James.Wilkins@apac.com

Authorized signature  Printed Name Michael J. Eshleman

Date: July 2, 2015

Attachment: 2015 APAC Road OIL Bid (2323 : Bid Opening-Road Oil for County Roads)



P.O. Box 1187  
Springfield, MO 65801

Phone 417-868-6700  
Fax 417-868-6785

<u>STAGE</u>	<u>PROJECT</u>	<u>BIDDER QUALIFICATIONS</u>	<u>CONTRACT AMT.</u>	<u>CONTACT</u>
COMPLETED	RT. 13 ST. CLAIR/POLK COUNTY J7P3001		\$9,998,826.16	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
COMPLETED	MAIDEN LANE WIDENING CITY OF JOPLIN		\$3,853,912.88	CITY OF JOPLIN LINDA WHITE / 417-624-0820 602 S. MAIN ST. JOPLIN, MO 64801
COMPLETED	RT. 76 STONE/TANEY COUNTY J7P3004		\$2,790,862.44	MODOT SOUTHWEST DISTRICT JOHNNY TEEGARDIN / 417-335-5635 251 SW OUTER ROAD BRANSON, MO 65616
COMPLETED	RT. OO, 125, 744 GREENE COUNTY J8P2265		\$2,438,047.14	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
COMPLETED	SCHIFFERDECKER WIDENING CITY OF JOPLIN		\$2,196,997.82	CITY OF JOPLIN LINDA WHITE / 417-624-0820 602 S. MAIN ST. JOPLIN, MO 64801
COMPLETED	RT. D & 65 GREENE COUNTY J8P2263		\$2,103,666.33	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
COMPLETED	RT. 44 WEBSTER COUNTY J8I2359		\$1,743,948.80	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
COMPLETED	RT. 65 DALLAS COUNTY J7P2212		\$1,078,931.37	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
COMPLETED	CITY OF OZARK STREETS 2014 OZARK, MO		\$674,361.62	CITY OF OZARK MIKE / 417-838-1171 P.O. BOX 295 OZARK, MO 65721
COMPLETED	RT. 171 JASPER COUNTY J7P2198		\$635,718.20	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803

Attachment: 2015 APAC Road Oil Bid (2323 : Bid Opening-Road Oil for County Roads)

COMPLETED	30TH & CONNECTICUT DEVELOPMENT JOPLIN, MO	\$432,865.40	FOUR STATE HOMES BRIAN KUEHN / 417-625-1609 620 MCCONNELL DRIVE JOPLIN, MO 64801
COMPLETED	26TH STREET WIDENING JOPLIN, MO	\$392,705.45	SNYDER CONSTRUCTION COMPANY RUSTY SNYDER / 417-623-5267 2900 DAVIS BLVD. JOPLIN MO 64804
COMPLETED	DON VANCE CHRYSLER MARSHFIELD, MO	\$312,240.97	STINSON BUILDING JACK STINSON / 417-725-6269 201 BLUEBIRD LANE NIXA, MO 65714
COMPLETED	KERRY & SYNDA DOUGLAS MEDICAL CENTER BOLIVAR, MO	\$237,505.00	DEWITT & ASSOCIATES DENNIS ESSERY / 417-881-4820 P.O. BOX 3378 SPRINGFIELD, MO 65808
COMPLETED	CITY OF BATTLEFIELD WEAVER ROAD WIDENING	\$216,278.50	CITY OF BATTLEFIELD ANDREW NOVINGER(ANDERSON ENG) 417-830-9486 5434 S. TOWER DRIVE BATTLEFIELD, MO 65619
COMPLETED	CITY OF CLEVER STREETS 2014 CLEVER, MO	\$183,290.00	CITY OF CLEVER DOZER / 417-743-2544 304 S. CLARKE AVE. CLEVER, MO 65631
COMPLETED	STAINLESS TECHNOLOGY SPRINGFIELD, MO	\$164,388.00	RICH KRAMER CONSTRUCTION LOWELL / 417-886-5959 789 N. MILLER ROAD SPRINGFIELD, MO 65801
COMPLETED	NEWMAN ROAD SIDEWALK JOPLIN, MO	\$159,807.55	CITY OF JOPLIN JERRY BRADLEY / 417-529-6490 602 S. MAIN ST. JOPLIN, MO 64801
COMPLETED	WAL-MART EXPRESS CLEVER, MO	\$153,564.75	CR CRAWFORD CONSTRUCTION JOHN FLEMMING / 479-251-1161 1102 S. HAPPY HOLLOW RD. FAYETTEVILLE, AR 72701
COMPLETED	MCDANIEL STREETScape SPRINGFIELD, MO	\$152,851.95	HAMILTON & DAD JERRY HAMILTON / 417-844-0125 12390 W. FAITH LANE REPUBLIC, MO 65738
COMPLETED	NEVADA MENTAL HEALTH FACILITY NEVADA, MO	\$121,613.90	LACLAIR CONSTRUCTION MARK BUCHEIT / 314-991-0600 9469 DIELMAN ROCK ISLAND ST. LOUIS, MO 63132
COMPLETED	FREEMAN EAST PARKING LOT JOPLIN, MO	\$100,526.40	FREEMAN HEALTH SYSTEM NATHAN JESSUP / 417-347-4559 1102 W. 32ND ST. JOPLIN, MO 64804

IN PROGRESS	RT. 49 BARTON/VERNON J7P2200	\$7,180,650.91	MODOT SOUTHWEST DISTRICT JASON EVENDEN / 417-621-6504 2915 DOUGHBOY DRIVE JOPLIN, MO 64804
IN PROGRESS	RT. 49 & 18 BATES/VERNON J7P2199	\$6,759,118.41	MODOT SOUTHWEST DISTRICT BRETT FOSTER / 660-885-5665 1057 E. GAINES DRIVE CLINTON, MO 64735
IN PROGRESS	RT. 54 & 254 CEDAR, ST. CLAIR/HICKORY	\$3,861,916.23	MODOT SOUTHWEST DISTRICT BRETT FOSTER / 660-885-5665 1057 E. GAINES DRIVE CLINTON, MO 64735
IN PROGRESS	RT. BUS. 60 NEWTON RT. HH BARRY	\$3,279,758.78	MODOT SOUTHWEST DISTRICT JASON EVENDEN / 417-621-6504 2915 DOUGHBOY DRIVE JOPLIN, MO 64804
IN PROGRESS	RT. 32 & D POLK/DALLAS J7P2226B	\$2,563,702.26	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
IN PROGRESS	RT. LOOP 44 & 13 GREENE J8P2264C	\$1,941,097.70	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
IN PROGRESS	RT. 60 NEWTON J7P2203	\$1,654,465.52	MODOT SOUTHWEST DISTRICT JASON EVENDEN / 417-621-6504 2915 DOUGHBOY DRIVE JOPLIN, MO 64804
IN PROGRESS	RT. 14 DOUGLAS J8S2460	\$1,364,318.52	MODOT DISTRICT 9 LINDELL HUSKEY / 417-469-2589 3956 EAST MAIN WILLOW SPRINGS, MO 65793
IN PROGRESS	LOVE'S TRUCK STOP NEOSHO, MO	\$1,022,386.38	VENTURE CONSTRUCTION BRAD LASER / 615-778-0402 508 AUTUMN SPRINGS CT., STE 2A FRANKLIN, TN 37067
IN PROGRESS	JOPLIN AIRPORT JOPLIN MO	\$1,223,450.50	CITY OF JOPIN JIM JACOMB / 417-351-1389 602 S. MAIN ST. JOPLIN, MO 64801
IN PROGRESS	RT. 39 & 60 LAWRENCE J7P2207	\$984,579.56	MODOT SOUTHWEST DISTRICT JASON EVENDEN / 417-621-6504 2915 DOUGHBOY DRIVE JOPLIN, MO 64804
IN PROGRESS	RT. 65 & BATTLEFIELD DDI SPRINGFIELD, MO	\$945,297.70	HARTMAN & COMPANY, INC. JIM FISHER / 417-882-2062 1200 E. WOODHURST STE J-200 SPRINGFIELD, MO 65804
IN PROGRESS	RT. 65 GREENE J8P3035B	\$780,471.49	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803

IN PROGRESS	TAMKO HIGH STREET PLANT JOPLIN, MO	\$287,893.55	TAMKO BUILDING PRODUCTS BRANDON GRAHAM / 417-624-6644 600 N. ST. LOUIS JOPLIN, MO 64801
IN PROGRESS	CITY OF LAMAR PAVING OVERLAY 2015	\$144,862.05	CITY OF LAMAR, MO NORMAN SCHIPULL / 417-682-5554 1104 BROADWAY LAMAR, MO 64759
IN PROGRESS	RT. B DALLAS J7S3036	\$124,045.50	WIDEL, INC. MARK O'BRYAN / 660-846-3791 5700 M HWY BLACKWATER, MO 65322
IN PROGRESS	RT. N GREENE J8S2407	\$123,080.30	MODOT SOUTHWEST DISTRICT BRAD GRIPKA / 417-895-7600 2549 N. MAYFAIR SPRINGFIELD, MO 65803
IN PROGRESS	CITY OF FT. SCOTT, KS STREETS 2014	\$122,018.00	CITY OF FT. SCOTT, KS CHAD BROWN / 620-223-8132 2104 SIDNEY FT. SCOTT, KS 66701
IN PROGRESS	HOFFMAN SUPPLY JOPLIN, MO	\$120,722.50	WILLIAMS CONSTRUCTION DANIEL CLAYTON / 417-862-4171 2119 E. DIVISION SPRINGFIELD, MO 65803
IN PROGRESS	HUNTINGTON POINT PH 3	\$100,780.60	R & H EXCAVATING ALLEN GRISHAM / 417-833-1200 1329 WEST FARM RD. 64 SPRINGFIELD, MO 65803
IN PROGRESS	CARPENTER'S TRAINING CENTER	\$61,917.50	CARSON-MITCHELL, INC. JASON / 417-869-5653 601 N. GLENSTONE SPRINGFIELD, MO 65802
IN PROGRESS	RT. H & B BATES J7S3042	\$51,736.00	LEHMAN CONSTRUCTION BRETT HALL / 573-796-8101 900 RUSSELLEVILLE RD. CALIFORNIA, MO 65018
IN PROGRESS	RT. 215 POLK J7S3036B	\$25,535.80	LEHMAN CONSTRUCTION BRETT HALL / 573-796-8101 900 RUSSELLEVILLE RD. CALIFORNIA, MO 65018

RIGHT OF WAY DEED

#2015-0154

THIS DEED is made and entered into this 16th day of June, 2015, by and between David & Rebecca Morney of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

100 West Church St. Room 100 Ozark, Mo. 65721

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the Grantor further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the Grantee herein; that the premises are fee and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Cottonwood Rd C-1

RIGHT OF WAY DEED

#2015-0154

THIS DEED is made and entered into this 18<sup>th</sup> day of June, 2015, by and between Glen Mooney Trust David G Mooney of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

100 West Church St. Room 100 Ozark, Mo. 65721

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the Grantor further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the Grantee herein; that the premises are fee and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

East County Line Rd. C-1