



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 4789)

Meeting: 03/13/25 9:30 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Madi Hires Raines
Initiator: Madi Hires Raines
Sponsors:
Doc ID: 4789

Meeting Attachments

ATTACHMENTS:

- 1 - 13 MARCH 2025 - SALES TAX DISTRIBUTION PROGRAM FY25
- 2 - 13 MARCH 2025 - ITB #2025-2
- 3 - 13 MARCH 2025 - BID SUMMARY ITB #2025-2
- 4 - 13 MARCH 2025 - BID TABULATION BY LINE ITEM SPREADSHEET - ATTRIBUTES
- 5 - 13 MARCH 2025 - ITB #2025-2 AWARD LETTER MULTI
- 6 - 13 MARCH 2025 - APAC CENTRAL BID
- 7 - 13 MARCH 2025 - BLEVINS ASPHALT CONSTRUCTION COMPANY, INC BID
- 8 - 13 MARCH 2025 - CAPITAL MATERIALS, LLC BID
- 9 - 13 MARCH 2025 - CAPITAL PAVING AND CONSTRUCTION, LLC BID
- 10 - 13 MARCH 2025 - CLEVER STONE COMPANY BID
- 11 - 13 MARCH 2025 - HUFF ASPHALT AND SEALING, LLC BID
- 12 - 13 MARCH 2025 - TRAC MATERIALS, INC. BID
- 13 - 13 MARCH 2025 - VANCE BROTHERS, INC. BID
- 14 - 13 MARCH 2025 - PROCLAMATION - PURCHASING MONTH
- 15 - 13 MARCH 2025 - ITB #2022-25 ONLINE SOLUTIONS AWARD LETTER

ENTITY	PROJECT REQUEST	NOTES	TOTAL PROJECT COST	REQUESTED FY25 PROJECT COST PARTICIPATION	PROPOSED FY25	% APPROVED OF REQUESTED FUNDING	COST SHARE BY ENTITY	
							\$	%
SOUTH SPARTA SPECIAL	CHIP & SEAL	SHIPMAN RD, STONERIDGE RD, OLDFIELD RD, SHADY GROVE	\$143,027.00	\$100,000.00	\$75,000.00	75%	\$43,027.00	30%
BILLINGS SPECIAL	WIDENING & OVERLAY	GRIESEMER RD	\$140,000.00	\$100,000.00	\$80,000.00	80%	\$40,000.00	29%
GARRISON SPECIAL	ROAD MAINTENANCE	GARRISON CUTOFF RD	\$95,000.00	\$95,000.00	\$71,250.00	75%	\$0.00	0%
SELMORE SPECIAL	CHIP & SEAL	TROUT RD, TATUM DR, GARNER RD, HORSEFEATHER DR, GOLDENROD, ELK VALLEY, MEADOWLARK, TENNESEE, COLLINS, MYRON WHITE, MELTON	\$159,784.53	\$100,000.00	\$75,000.00	75%	\$59,784.53	37%
STONESHIRE SPECIAL	CROSS SLOPE CORRECTION	STONESHIRE DR & RAVEN HILL DR, WEDGE ASPHALT, MILL AND OVERLAY	\$102,795.00	\$100,000.00	\$80,000.00	80%	\$2,795.00	3%
OZARK SPECIAL	BOX CULVERT PROJECT	MCCAULEY RD BOX REPLACEMENT	\$422,330.00	\$100,000.00	\$80,000.00	80%	\$322,330.00	76%
235 - MUNICIPAL COST SHARE			\$100,000.00	\$100,000.00	\$100,000.00	100%	N/A	
235 - CAPITAL IMPROVEMENT PROJECTS			\$400,000.00	\$400,000.00	\$400,000.00	100%	N/A	

\$1,562,936.53

\$1,095,000.00

\$961,250.00

\$461,250.00

\$467,936.53



2025-2 Addendum 2

COUNTYWIDE ROAD RESURFACING & AGGREGATES

Issue Date: 2/6/2025

Questions Deadline: 2/18/2025 09:00 AM (CT)

Response Deadline: 2/25/2025 09:00 AM (CT)

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Question Deadline: 2/18/2025 09:00 AM (CT)
Response Deadline: 2/25/2025 09:00 AM (CT)
Notes:

ADDENDUM TWO

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states "MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)" Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14' wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

ADDENDUM ONE

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:

Blackberry Ln – Sparta

Cardinal, Flora, Emma – Chadwick (within the main town area)

Old Riverdale – Nixa

Honeysuckle – Clever

I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:

Single Coat Chip & Seal: +/- 108,000 SY

Double Coat Chip & Seal: +/- 47,500 SY

Asphalt: +/- 12,400 Tons

Widening: +/- 900 SY

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025-Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB.**

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal.

The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB.**

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m. Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods.**

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall

be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.

3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Bid Attachments

DECLARATION PAGE Rev. 1.pdf

[View Online](#)

DECLARATION PAGE. THIS MUST BE FILLED OUT AND UPLOADED IN ORDER FOR YOUR BID TO BE REVIEWED.

ITB #2025-2 BID SPECIFICATIONS.pdf

[View Online](#)

BID SPECIFICATIONS

ITB #2025-2 PROJECT LIST CC.pdf

[View Online](#)

PROJECT LIST 2025 FOR CHRISTIAN COUNTY

Annual Wage Order No. 31.pdf

[View Online](#)

DEPARTMENT OF LABOR ANNUAL WAGE ORDER NO. 31

**CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS
REV. 0924.pdf**

[View Online](#)

CC TERMS AND CONDITIONS

CC Insurance Requirements rev 0125.pdf

[View Online](#)

INSURANCE REQUIREMENTS

E-Verify Affidavit of Compliance for Christian County form.pdf

[View Online](#)

E-VERIFY AFFIDAVIT OF COMPLIANCE

Anti-Discrimination Against Israel Act Form.pdf

[View Online](#)

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Requested Attachments

HAUL RATE SHEET

(Attachment required)

Attach the Haul Rate Sheet(s) here.

Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.

Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

DECLARATION PAGE MUST BE UPLOADED HERE

(Attachment required)

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

(Attachment required)

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM
NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT
NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.

Bid Attributes

1	<p>Christian County Terms and Conditions</p> <p>Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.</p> <hr/> <hr/> <hr/> <p><i>(Required: Maximum 1000 characters allowed)</i></p>
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2	<p>No Deviations or Exceptions</p> <p>I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB.</p> <p><input type="checkbox"/> [Please select] <input type="checkbox"/> Agree - No Deviations <input type="checkbox"/> Do Not Agree - Please see below</p> <p><i>(Required: Check only one)</i></p>
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3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions

If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

(Required: Maximum 4000 characters allowed)

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

(Required: Maximum 4000 characters allowed)

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

[Please select] Agree Do not agree

(Required: Check only one)

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

1
2 **Prevailing Wage Requirements**

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website: [Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

1
3 **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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

1
4 **Insurance Requirements**

Insurance Requirements are attached under the ATTACHMENTS Tab.

1
5 **Transient Employer Law - Required after award is made, if applicable**

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**

BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?
 Yes No
(Required: Check only one)

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

(Required: Maximum 4000 characters allowed)

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

(Required: Maximum 4000 characters allowed)

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

I agree.
(Required: Check if applicable)

30 FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS

Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

(Required: Maximum 4000 characters allowed)

31 COLD MIX PLANT LOCATION

Provide the Cold Mix Plant Location below.

If this does not apply to your bid then write N/A.

(Required: Maximum 4000 characters allowed)

32 HAUL RATE SHEETS *SEE INFO IN NOTE AREA

Attach the Haul Rate Sheet(s) here.

Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.

Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

(Required: Maximum 4000 characters allowed)

**3
3** RENEWALS

OPTIONAL RENEWALS:

This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification

subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

Note: The renewal dates below are anticipated dates.

(Required: Maximum 1000 characters allowed)

**3
4** RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.

%

(Required)

**3
5** RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.

%

(Required)

**3
6** THREE REFERENCES REQUIRED

Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.

3
7

REFERENCE #1

List three (3) business references:

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

(Required: Maximum 4000 characters allowed)

3
8

REFERENCE #2

List three (3) business references:

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

(Required: Maximum 4000 characters allowed)

3
9 **REFERENCE #3**

List three (3) business references:

Company Name _____

Contact Name: _____

Address City State Zip _____

Business Phone Business _____

Email _____

(Required: Maximum 4000 characters allowed)

4
0 **Cooperative Procurement**

The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.

Note: Indicating no will not affect the evaluation of your bid.

Yes No

(Required: Check only one)

Bid Lines

1

HOT MIX ASPHALT

Attach Haul Rate Sheet Under Response Attachment Tab #1

-

2 **FURNISH & INSTALL (LAID)**
BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.

No bid
 Additional notes
(Attach separate sheet)

Supplier Notes: _____

**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

- No bid
- Additional notes
(Attach separate sheet)

Supplier Notes: _____

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

- No bid
- Additional notes
(Attach separate sheet)

Supplier Notes: _____

5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

- No bid
- Additional notes
(Attach separate sheet)

Supplier Notes: _____

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

- No bid
- Additional notes
(Attach separate sheet)

Supplier Notes: _____

7 MILLING OF HEADERS

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.

- No bid
- Additional notes
(Attach separate sheet)

Supplier Notes: _____

8 MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.

- No bid
- Additional notes
(Attach separate sheet)

Milling Specifications

For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.

Supplier Notes: _____

9 EDGE WIDENING (6" DEPTH, 12" WIDTH)

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.

- No bid
- Additional notes
(Attach separate sheet)

THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.

Supplier Notes: _____

10 PAVEMENT CORES

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes:

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

11 STRIPING 6" DOUBLE YELLOW CENTERLINE.

(Response required)

Quantity: 1 UOM: LF Price: \$ Total: \$

Item Notes: STRIPING SHALL BE **ONLY** ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.

- No bid
- Additional notes
(Attach separate sheet)

Supplier Notes: _____

1
2 STRIPING 6" WHITE EDGE LINE.

(Response required)

Quantity: 1 UOM: LF Price: \$ Total: \$

Item Notes: STRIPING SHALL BE **ONLY** ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.

No bid
 Additional notes
(Attach separate sheet)

Supplier Notes: _____

1
3 STRIPING, MISC. ITEMS

(Response required)

Quantity: 1 UOM: EA Price: \$ Total: \$

Item Notes: STRIPING SHALL BE **ONLY** ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.

No bid
 Additional notes
(Attach separate sheet)

THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.

Supplier Notes: _____

1
4 **COLD MIX ASPHALT**

Note: Enter Cold Mix Plant Location under Attributes Tab #31

-

1
5 F.O.B. COLD MIX

MIX NAME:
(Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.

No bid
 Additional notes
(Attach separate sheet)

Supplier Notes: _____

16

CHIP & SEAL
REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES

NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS

COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.

COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO

17

SINGLE COAT, MC3000 - COMMON I PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

18

SINGLE COAT, MC3000 - COMMON II PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

19

SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

20

SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING

(Response required)

Quantity: 1 UOM: SY Price: \$ Total: \$

Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
1 DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING
(Response required)
 Quantity: 1 UOM: SY Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
2 DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING
(Response required)
 Quantity: 1 UOM: SY Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
3 DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING
(Response required)
 Quantity: 1 UOM: SY Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
4 DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING
(Response required)
 Quantity: 1 UOM: SY Price: \$ Total: \$
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
5 ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.
(Response required)
 Quantity: 1 UOM: SY Price: \$ Total: \$
 Item Notes: INCLUDES PRIME
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

2
6 ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING.
(Response required)
 Quantity: 1 UOM: SY Price: \$ Total: \$
 Item Notes: INCLUDES PRIME
 Supplier Notes: _____

No bid
 Additional notes
(Attach separate sheet)

27 **CRACK SEALING**

28 ASPHALT RUBBER CRACK SEAL (IN PLACE).
(Response required)
Quantity: 1 UOM: GAL Price: \$ Total: \$
Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

29 ASPHALT RUBBER CRACK SEAL (IN PLACE)
(Response required)
Quantity: 1 UOM: POUND Price: \$ Total: \$
Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

30 **ROCK/AGGREGATE SUPPLY**

Item Notes: Please review Bid Specifications & Item Notes

31 BASE 1/4"
(Response required)
Quantity: 1 UOM: TON Price: \$ Total: \$
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

32 BASE 1/2"
(Response required)
Quantity: 1 UOM: TON Price: \$ Total: \$
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

3
3 BASE 1" CLEAN
(Response required)
Quantity: 1 UOM: TON Price: \$ Total: \$
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

3
4 BASE 1" COMMERCIAL/DIRTY
(Response required)
Quantity: 1 UOM: TON Price: \$ Total: \$
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

3
5 BASE 1 - 1/2" CLEAN
(Response required)
Quantity: 1 UOM: TON Price: \$ Total: \$
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

3
6 BASE 1 - 1/2" COMMERCIAL/DIRTY
(Response required)
Quantity: 1 UOM: TON Price: \$ Total: \$
Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

3
7

BASE 2" CLEAN

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

3
8

BASE 2" COMMERCIAL/DIRTY

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

3
9

BASE 0-6" CLEAN

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

4
0

BASE 0-6" DIRTY

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

4
1 **BASE**
TYPE 1 (STATE)

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4
2 **BASE**
TYPE 5 (STATE)

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4
3 **BELT/WASTE CRUSHER SCREENINGS**

(Response required)

Quantity: 1 UOM: LOAD Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4
4 **ROCK 3/8"**

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4 **5** ROCK 1/2"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4 **6** ROCK 5/8"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4 **7** ROCK 3/4"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4 **8** ROCK 1"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

4 **9** ROCK 1 - 1/2"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

50 ROCK 2"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

51 ROCK 2-4"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

52 ROCK 2-6"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

53 ROCK 3-6"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

54 ROCK 4" MINUS
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

55 ROCK 4-6"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

56 ROCK 4-10"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

57 ROCK 6-10"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

58 ROCK 8-10"
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

59 SHOT ROCK
(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

No bid
 Alternate specification
(Attach separate sheet)
 Additional notes
(Attach separate sheet)

6
0

RIP RAP

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Alternate specification
(Attach separate sheet)
- Additional notes
(Attach separate sheet)

6
1

ICE CONTROL

(Response required)

Quantity: 1 UOM: TON Price: \$ Total: \$

Supplier Notes: _____

- No bid
- Additional notes
(Attach separate sheet)

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Print Name

Signature

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address	IRS Form 1099 Mailing Address
City, State, Zip Code	City, State, Zip Code

Contact Person	Email Address:
Phone Number	Fax Number:
Authorized Signature	Date

ITB #2025-2

BID SPECIFICATIONS

The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

Companies that contract with Christian County are required to provide goods and services on this bid. They must have proof of insurance and a notarized statement that the company is complying with Federal Department of Transportation Regulation 49 CFR Part 40 (random drug and alcohol testing of personnel in safety sensitive positions). Material and Performance Bonds may be required at the time of individual project award. Contractor will supply all material, equipment, trucking and labor and perform all aspects of the application process, unless otherwise noted, including traffic control.

Project Quotes

Christian County shall request quotes from awarded vendors throughout the year. It is the Contractor's responsibility to provide the quotes to the County within 14 days of the request. The prices reflected in the quotes may be equal to or lower than those listed in the contract. Increased prices will not be accepted without a Contract Amendment.

Warranty

All awarded companies are to be held responsible for the application and performance of their products. Upon completion, inspection and approval of each project, the Contractor will provide a material & workmanship warranty for a period of one (1) year from the final approval date to Christian County. The warranty shall require the Contractor to correct defects in the pavement caused by the elements within their control, including but not limited to substandard material, substandard application, poor workmanship, etc. All defects shall be repaired to the County's Specifications at no cost to Christian County.

Traffic Control

Awarded companies must supply all temporary traffic control including flaggers, signage, and any other necessary items needed to ensure a safe work area for employees and the public. Any cost for related items should be included in your bid prices. Traffic control shall be in accordance with the most current edition of the Manual on Uniform Traffic Control Devices and approved by the Highway Administrator.

** All prices must include any expenses for traffic control and extra personnel, equipment, material, etc. to fulfill these contracts! **

Wage rates

All companies must comply with the most current Missouri Wage Order laws.

Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.

Milling Specifications

For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.

Striping Specifications

For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 620 for requirements and basis of payment.

Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.

Chip & Seal Specification: Chip and seal bid shall be based on Missouri Standard Specifications for Highway Construction, latest edition, Section 409, and also category 409 from MoDOT's Engineering Policy Guide.

- Oil distributor must be equipped with a computerized application capable of accurately metering the rate. Must be able to cover up to 24 feet in one single pass, as required by County.
- Chip spreader must be equipped with a computerized application capable of accurately metering the rate. Must be able to cover up to 24 feet in one single pass, as required by County.
- A minimum of two pneumatic rollers (8-10 tons each) shall compact the aggregate after each coat.
- The cost for the Double Coat shall include costs associated with Tack Coat.
- A self-propelled broom is required for the sweeping of the roads.
- Contractor may be required to report to project location(s) after two-weeks but before thirty (30) days to sweep and remove any excess rock in situations determined by the County at no additional cost.

Crack Sealing Specifications: For crack sealing applications, please refer to MoDOT Standard Specifications for Highway Construction, Sections 413.50 & 413.70 for requirements and basis of payment.

Aggregate Specifications: Please attach a haul rate sheet with your bid. If a second quarry location is available, please copy this sheet and submit it for the secondary location.

PLEASE READ ALL THE SPECIFICATIONS AND REGULATIONS REQUIRED IN THIS BID PACKET AND ON THE BID FORMS BEFORE SUBMITTING A BID. BY SUBMITTING A BID YOU ARE ACKNOWLEDGING THAT YOU FULLY UNDERSTAND AND COMPLY WITH THE REQUIREMENTS SET FORTH IN THIS BID.

2025 PROJECT LIST

(SUBJECT TO CHANGE DUE TO FUNDING, WEATHER OR OTHER UNFORSEEN CIRCUMSTANCES)

HOT MIX PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
BLACKBERRY LN	SPECIAL ROAD DISTRICT BOUNDARY	SPECIAL ROAD DISTRICT BOUNDARY
W ORIOLE LN	STATE HWY 125	END
E ORIOLE LN	STATE HWY 125	S ROSE AVE
CARDINAL LN	STATE HWY 125	END
N ROSE AVE	CHADWICK RD	END
S ROSE AVE	STATE HWY 125	CHADWICK RD
FLORA	STATE HWY 125	S ROSE AVE
S EMMA AVE	S ROSE AVE	END
REED RD	BRIDGE OVER FINLEY CREEK	MARK TRAIL
HARRIS BLVD	STATE HWY 160	ASPEN RD
ROSEMARY LN	HARRIS BLVD	END
FRAZIER RD	HIDDEN VALLEY RD	FICUS RD
DEWBERRY RD	NICHOLAS RD	MAYNARD RD
WILL AVEN CT	NICHOLAS RD	END
OLD RIVERDALE RD	OLD BITTERSWEET ST	WATER CROSSING
HONEYSUCKLE RD	PAVEMENT SEAM	7155 FT
HOLDER RD	STATE HWY 14	STATE HWY ZZ
BRYAN DR	E TRACKER RD	W CHRISTOPHER ST
KELLY AVE	E TRACKER RD	END
CHRISTOPHER ST	N BRYAN DR	N KELLY AVE
ROBIN ST	E TRACKER RD	W CHRISTOPHER ST

SINGLE CHIP & SEAL PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
BLUEJAY DR	MERRIT RD	END
REESE RD	STATE HWY UU	END
QUAIL RD	STATE HWY UU	END
WHIPPOORWILL RD	QUAIL RD	END
PERSIMMON HOLLOW RD	STATE HWY UU	COUNTY LINE
CHORN RD	PERSIMMON HOLLOW RD	END
SHADY RIDGE RD	STATE HWY KK	END
MERRITT RD	STATE HWY UU	COUNTY LINE
HODGES LN	STATE HWY UU	END
HOPE LN	MUELER RD	END

PRE-COAT SINGLE CHIP & SEAL PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
PALM RD	STATE HWY V	GOFF CREEK RD
MADDEN RD	STATE HWY V	END
JADE RD	GOFF CREEK RD	END
PIN OAK LN	MOP RD	POPPY LN
MAPLEWOOD DR	PIN OAK LN	PIN OAK LN
EVERGREEN CIRCLE	MOP RD	MOP RD

DOUBLE CHIP & SEAL PROJECTS		
<i>LOCATION</i>	<i>FROM</i>	<i>TO</i>
MONARCH RD	CHADWICK RD	END
TEMPLE HILL DR	STATE HWY KK	END
KERR RD	STATE HWY ZZ	HOLDER RD
OLD LIMEY RD	WILSON SLAB	OLD MILL RD
FERN RD	SAWMILL RD	EXISTING PAVEMENT

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 022
CHRISTIAN COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$24.45*
Boilermaker	\$24.45*
Bricklayer-Stone Mason	\$24.45*
Carpenter	\$49.60
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$39.48
Plasterer	
Communication Technician	\$24.45*
Electrician (Inside Wireman)	\$47.72
Electrician Outside Lineman	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$24.45*
Glazier	\$44.09
Ironworker	\$65.89
Laborer	\$39.20
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$24.45*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$37.47
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.08
Plumber	\$52.00
Pipe Fitter	
Roofer	\$24.45*
Sheet Metal Worker	\$48.94
Sprinkler Fitter	\$24.45*
Truck Driver	\$24.45*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for
CHRISTIAN County

Section 022

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$24.45*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$24.45*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.47
General Laborer	
Skilled Laborer	
Operating Engineer	\$51.80
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$24.45*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

STANDARD TERMS AND CONDITIONS

A. BIDDER’S RESPONSIBILITIES

By submitting a proposal, each bidder represents that he is familiar with, assumes full responsibility for having familiarized himself with, and will comply with the content of the Contract Documents, the nature of the work, the locality, permits, licenses, and all local conditions, together with all applicable Federal, State, and local laws and ordinances.

It is the responsibility of the bidder to have the proposal submitted on or before the deadline stated in this packet on the proper forms. The bidder is responsible for examining and reviewing projects and specifications. All bidders are responsible for verifying the quality, availability, and schedule of any products they may need for this proposal.

The bidder is responsible for providing all the required documents requested in this RFP.

Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other types of material to make sure such documents do not include other terms and conditions that conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of a conflict between any of the vendor's terms and conditions and those contained in this agreement, 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.

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.

The contract expresses the parties' complete agreement, 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.

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

STANDARD TERMS AND CONDITIONS

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?

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.

Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Purchasing Agent. 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 the Purchasing Agent 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 reasons simply for unprofitability to the vendor.

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.

Non-Exclusivity:

The Contract is non-exclusive and shall not 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.

Billing and Payments:

Invoices will be submitted to the **Christian County Commission, 100 W Church St, Room 100, Ozark, MO 65721**. It is estimated that 25 various offices and departments require separate billing (if applicable to bid products offered). The vendor shall provide the department with invoices and statements of accounts monthly, noting any amounts and past-due invoices.

STANDARD TERMS AND CONDITIONS

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.

Return of Goods:

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

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 a 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 Purchasing Agent and/or Christian County Commissioners. The decision to adjust the cost by Christian County shall be final and without recourse.

STANDARD TERMS AND CONDITIONS

Schedule:

The vendor shall ensure that services are performed 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 the determination of such. The 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 contactor.

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.

Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identifying 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 have 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 that 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

STANDARD TERMS AND CONDITIONS

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.

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.

MISSOURI BUSINESS LICENSE:

All businesses doing business in the State of Missouri should be registered with the Missouri Secretary of State. Upon Missouri registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult [Missouri Business Filings \(mo.gov\)](http://Missouri Business Filings (mo.gov))

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

STANDARD TERMS AND CONDITIONS

section 537.610, RSMo. For the life of the contract, the vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least **\$3,500,000.00** 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 **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.

BONDS:

Bonds shall be executed with the proper sureties, through a company licensed to operate in the State of Missouri and hold a current Certificate of Authority as an acceptable surety under 31 CFR Part 223 (and be listed on the current U.S. Department of the Treasury Circular 570 and have at least A Best's rating and a FPR9 or better financial performance rating per the current A.M. Best Company ratings).

PERFORMANCE BOND, AND A LABOR AND MATERIALS BOND:

For all Job Orders with a Job Order Price of \$50,000 or more the Contactor shall provide a Performance Bond and a Labor and Materials payment Bond each in an amount equal to the Job Order Price. Contractor shall supply such bonds within 7 days after receiving a request for such bonds. The bonds shall be identical in all respects to the form of bonds approved by the County with no variations, additions, or deletions. The cost for such bonds shall be reimbursed to the Contractor as a reimbursable task. Provided, however, the County will not reimburse the Contractor more than 2% of the Job Order Price for the cost of bonds. The Contractor shall submit documentation acceptable to the Authority, establishing the cost of bonds. To compensate the Contractor for the JOC System License Fee, the cost of all reimbursable tasks will have an adjustment of 1.0667 applied.

PERFORMANCE BOND, AND A LABOR AND MATERIALS PAYMENT BOND: (If the project exceeds \$50,000.00) The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the County and on the forms approved by the County. Each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. The date of the bonds shall be the same as the date of the County's execution of the contract. The bonds shall be automatically increased in amount and extended in time without formal and separate amendments to cover the full and faithful performance of the contract in the event of Change Orders, regardless of the amount of time or money involved. It shall be the Contractor's responsibility to notify his surety of any changes affecting the general scope of the work or changes in the Contract Price. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the County shall deem the surety or sureties upon such bond(s) to be unsatisfactory,

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or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the County to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event, no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the County. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$50,000.00 must be listed in United States Treasury Circular 570.

Prevailing Wage: (For all Job Orders with a Job Order price of \$75,000 or more) All labor utilized in the construction of this project shall be paid a wage of no less than the prevailing hourly rate of wages for work of a similar character in this locality, as established and amended at any time by the Department of Labor of the State of Missouri, in accordance with prevailing wage as set forth in Annual Missouri State Wage Determination No. 31, Section 039, Greene County, and all addenda, and fully complied with the provisions and requirements of the Missouri State Prevailing Wage Law (Section 290.250, RSMo.), or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. In addition, the Contractor agrees to pay wages not less than once a week. It is the JOC Contractor's responsibility to pay the most current rate of wages in effect for the area at the time the work is performed. The Contractor and all subcontractors will be required to furnish an Affidavit of Compliance form to the County stating that he has fully complied with Missouri Prevailing Wage Law. No payment will be legally made by the County to the Contractor until the affidavit is filed in proper form and order with the County. (Section 290.290 and 290.325, RSMo.) The Contractor shall post and maintain in a prominent and easily accessible location a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by the Contractor and each subcontractor, and this notice must be posted during the full-time that any worker is employed on the job. (Section 290.265, RSMo.) It shall be the responsibility of the Contractor to notify the Division of Labor Standards when a violation of the law is discovered. The Contractor shall submit to the Construction Inspector monthly certified copies of payrolls including any subcontractors that may be working that month. If Davis-Bacon is in effect, certified payroll reports must be submitted weekly. The Contractor will forfeit a penalty to the County of Christian of \$100.00 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the Contractor or by any subcontractor (Section 290.250, RSMo.). In cases of a wage subsidy, bid supplement, or if a rebate was provided, and if so, if it was provided lawfully, the amount and date of such subsidy, supplement, or rebate must be reported to the County of Christian within thirty (30) days of receipt of payment. (Section 290.095, RSMo.) All wages paid for work under this Contract shall comply with the requirements of the prevailing wage law of the State of Missouri, Sec 290.210 et seq., RSMo., as amended by the Division of Labor Standards, State of Missouri and regulations promulgated by the Division of Labor, or by the U.S. Secretary of Labor in accordance with Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher. Christian County hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national

STANDARD TERMS AND CONDITIONS

origin in consideration for the award. Failure to comply with the requirements of the Prevailing Wage Law can result in civil action, including an injunction stopping work on a project, and in criminal fines of up to \$500.00 and up to six months imprisonment for each day there is a violation.

Safety Training Requirement: The Contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour OSHA construction safety training program required under Section 292.675, RSMo., unless they have previously completed the program and have documentation of having done so. The Contractor will forfeit a penalty to Christian County of \$2,500.00 plus an additional \$100.00 for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. (Section 292.675, RSMo)

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.

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.

Determination for Award:

The award shall be made to the lowest priced and most responsive and responsible vendor who conforms to this solicitation, and whose proposal is considered to be the most advantageous to the County, price and other factors considered, which includes the evaluation criteria set forth in this RFP/ITB.

The County reserves the right, in the best interest of Christian County, Missouri, to reject any and all bids, to waive any minor informality or irregularity in a bid, make multiple vendor award based on the needs of the County, and to select the offer deemed most advantageous to the County.

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

STANDARD TERMS AND CONDITIONS

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.

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. 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.

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 Purchasing Agent and/or 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 Purchasing Agent and/or 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.

B. PROPRIETARY INFORMATION

Proprietary Information: Pursuant to Section 610.021.15 R.S. Mo, Christian County may close records that relate to scientific and technological innovations in which the owner has a

STANDARD TERMS AND CONDITIONS

proprietary interest. If you plan to submit such information with your bid and wish to keep it confidential, please submit it in a separate envelope with your bid and clearly mark it , “CONFIDENTIAL AND PROPRIETARY SCIENTIFIC AND/OR TECHNOLOGICAL INFORMATION.” This information must not include prices, terms and conditions, Bidder’s qualifications, or any other information submitted in response to this Request for Proposal that is not exempted under Section 610.021.15. Any information that does not fall within Section 610.021.15 or other exception to Missouri’s Sunshine Law (Section 610.021 R.S. Mo., et seq) is a public record and will be disclosed upon request.

C. ERRORS IN PROPOSALS

Each bidder must carefully examine his proposal prior to submission. Failure to do so is at the bidder’s risk. He/she is responsible for any errors therein. Claim of oversight is not a basis for permitting withdrawal of a proposal after opening. There shall be no erasures in any proposal. Any changes must be made by striking the portion to be changed with the change noted above the deleted portion.

Any bid can be withdrawn up to **1 minute before the bids are due** for any reason without penalties, but any proposal not withdrawn by this time will be subject to honor the pricing and services stated within that bid.

D. CONDITIONS AFFECTING THE WORK

Each bidder should take such steps as he thinks necessary to ascertain the nature and location of the work any peculiar local conditions which can affect the work or its cost. Failure to do so will not relieve the bidder of his responsibility for the proper estimation of the difficulty or cost of the work. Christian County assumes no responsibility for any understanding or representation made by any person at any time, unless it is included in the Contract Documents, including addenda.

E. REQUIRED AFFIDAVIT FOR CONTRACTS OVER \$5000 DOLLARS (US)

Section 285.530(2) RSMo. and 292.675 RSMo. Affidavit.

Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. from the commencement until the termination of this Agreement. For any contract over \$5,000.00 and for any public works project contract the Contractor shall provide County an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

STANDARD TERMS AND CONDITIONS

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verification program’s Memo of Understanding (MOU)).

F. NON-DISCRIMINATION ASSURANCE

With regard to work under this Agreement, the Contractor agrees as follows:

- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award, see EXHIBIT D.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

G. TRANSIENT EMPLOYER LAW

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S. Mo.

STANDARD TERMS AND CONDITIONS

A Certificate of Compliance or proof of exemption must be submitted to Christian County in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

H. CONTRACT DOCUMENTS

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO (if applicable), Request for BAFO, Addenda to RFP/ITB, RFP/ITB, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if Christian County accepts the Response to RFP without change. There will be no contract between the parties unless and until Christian County issues a Notice of Award Letter accepting the BAFO or Response to RFP and the parties sign the Agreement.

NOTE: EXCEPTIONS IN THE RFP/ITB WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.

All contracts MUST be approved by the County Commission.

Change Order – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO – the Best and Final offer of the Contractor that is in response to a Request for Proposal.

Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

END OF SECTION

INSURANCE REQUIREMENTS:

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 Commission, 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, at their own expense, during the life of the contract comprehensive general liability insurance which names **Christian County Commission 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, see link to the Missouri Department of Insurance: <https://insurance.mo.gov/industry/sovimunity.php>

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 **\$3,500,000.00** and for any one person in a single accident or occurrence of at least **\$520,000.00**. The 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. Additional insured to reflect as:

Christian County Commission
100 W. Church Street
Ozark, Missouri 65721

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with Christian County within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in a question prior to material reduction in coverage or protection of Christian County Commission or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

Christian County Commission
100 W. Church Street
Ozark, Missouri 65721

NOTE: Acord certificate changes regarding cancellation notifications do not lessen the responsibility of vendors to comply with obligations set forth in these insurance requirements. Specifically, the requirement "All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to material reduction in coverage or protection of Christian County or cancellation of such insurance", must be met wherever permitted by law.

Since the requirement cannot be met using the Acord certificate, the requirement must be met by **specifically endorsing Christian County onto each policy to receive notifications.**

INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by Christian County, insurance of such types and in such amounts as may be necessary to protect it and the interests of Christian County against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by Christian County. Regardless of such approval, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve him of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with Christian County within ten (10) days after the date of the receipt of the Notice of Award of the Contract to the Contractor and prior to the start of work. All **insurance policies shall provide thirty (30) days' written notice** to be given by the insurance company in question prior to cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

**Purchasing Manager
Christian County Government
100 W. Church Street
Ozark, MO 65721
purchasing@christiancountymo.gov**

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- (A) Workers' Compensation* **Statutory
Employer's Liability
 - Bodily Injury by Accident – each accident \$1,000,000
 - Bodily Injury by Disease – each employee limit.....\$1,000,000
 - Bodily injury by Disease – policy limit.....\$1,000,000

***Workers' Compensation: Policy or self-insurance plan with statutory limits formally approved by the State of Missouri will be required, even if no employees other than owners.**
****Workers' Compensation coverage shall include a waiver of subrogation in favor of Christian County where permitted by law.**

- (B) Commercial General Liability Insurance***, Including Premises, Operations, Products and Completed Operations including Products Liability and Manufacturer Defects, Contractual Liability, Broad Form Property Damage, Independent Contractors;
- (C) Such Coverage Shall Apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with each Occurrence Limit
 - of.....\$1,000,000
 - In the Aggregate.....\$2,000,000
- (D) Automobile Liability Insurance*** Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit
 - of.....\$1,000,000
- (E) Umbrella or Excess Insurance*** (Following Form)\$3,000,000

*****Christian County Commission must be added as an Additional insured for the full limits above.**

CHRISTIAN COUNTY MISSOURI

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (Name)

who is _____ (Title) of _____ (Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ. FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE EMPLOYEES.

STATE OF _____)
)ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of company) (a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not, for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
b. Companies doing business in, or with, the State of Israel;
c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section 34.600.3 RSMo.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires:

Christian County Missouri Purchasing Bid Summary

Bid Information

Bid Creator Janeen Milner Purchasing Assistant
 Email jmilner@christiancountymo.gov
 Phone 417 (581) 2995
 Fax

 Bid Number 2025-2 Addendum 2
 Title COUNTYWIDE ROAD RESURFACING & AGGREGATES
 Bid Type ITB
 Issue Date 2/6/2025 11:50 AM (CT)
 Close Date 2/25/2025 09:00:00 AM (CT)

Contact Information

Address 202 West Elm Street

 Contact Ozark, MO 65721
 Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB
 Department Christian County Purchasing
 Building
 Floor/Room
 Telephone 1 (417) 582-4309
 Fax
 Email purchasing@christiancountymo.gov

Ship to Information

Address

 Contact
 Department
 Building
 Floor/Room
 Telephone
 Fax
 Email

Invited Suppliers (67)

Supplier Name	Contact Name	City, State	Invitation Email	Invite Type
Capital Paving and Construction, LLC	Jeff Creamer	Ozark, MO	Jchoate@Capitalpavingmo.com	Manual
Emery Sapp & Sons		Springfield, MO	flint.wendland@emerysapp.com	Manual
Huff Asphalt & Sealing L.L.C	Jolene Huff	SPARTA, MO	thuffasphalt@aol.com	Manual
A-1 ELECTRIC SERVICE INC	KATIE PRITCHETT	SPRINGFIELD, MO	INFO@A-1ELEC.COM	Auto
All-Comm Technologies		Springfield, MO	abeavers@allcommtech.com	Auto
Anchor Fence (BKB Construction)	Jeff Bateman	Springfield, MO	jbateman@anchorfencecorp.com	Auto
APAC CENTRAL	David Foreman	SPRINGFIELD, MO	david.foreman@apac.com	Auto
AquaFin Inc.	Audrey Chapman	Elkton, MD	achapman@aquafin.net	Auto
Archie Supply LLC	Kourni Parrett	Greensboro, NC	brent@archieservices.com; bids@archiesupply.com; karina@archiesupply.com	Auto
Artisan barn and building supply llc	Daniel Akins	Bolivar, MO	akinsdaniel@gmail.com	Auto
Bewley Construction	Dusty Bewley	Nixa, MO	Bewleyconstruction@gmail.com	Auto
Big Bear Shredding, LLC		Springfield, MO	Luke@BigBearShredding.com; service@bigbearshredding.com	Auto
Blackridge Research & consulting	Venkatesh Siva	Peoria, IL	venkatesh@blackridgeresearch.com	Auto
Blevins Asphalt Const. Co., Inc	Scott Crabtree	Mt. Vernon, MO	scrabtree@blevinsasphalt.com	Auto
Blue Jay Contracting INC	Harry James	New york, NY	Harry@bluejaytraders.com	Auto
Canon Concrete Company	Leslie Smith or Canon Smith	Highlandville, MO	leslie.smith@canonconcreteco.com	Auto
Capital Materials LLC	Rich Morris	Ozark, MO	rmorris@capaggs.com	Auto
CivicEdge Supplies	Phillip Fetters	Kearney, MO		Auto
Clever Stone Company	Tara Meyer	Clever, MO	taram@cleverstone.com; tdonelson@cleverstone.com	Auto
Conco Quarries (Apac Central Inc.)	Greg P. Griesemer	Fair Play, MO	greg.griesemer@concocompanies.com	Auto
ConstructConnect		Norcross, GA	content@constructconnect.com	Auto
Custom Earth Promos	Jill	Delray Beach, FL	jill@customearthpromos.com	Auto
Diamond S Fencing	Scott Sherd	SCOTT CITY, KS	diamondsfencingks@gmail.com	Auto
Dominion Due Diligence Group, Inc. (Dominion Environmental Group, Inc.)	Valerie C. Dunlap	Midlothian, VA		Auto
Double Eagle Aggregates Co. Inc	Shelley Miller	Seymour, MO	doubleeaglediggins@gmail.com	Auto
Dynamic EVC (EVC COMPANY, LLC)	Joshua Ford	Springfield, MO	jford@dynamiccevc.com; micah@dynamiccevc.com	Auto
ePlan		Columbia, MO	eplan@eplanbidding.com	Auto
Filter Service of St. Louis (TJ Brown LLC)	Tammy Brown	St. Peters, MO	office@stlouisfilters.com	Auto
Hambey Construction, LLC	Jacob Irvin	Springfield, MO	chad@hambeyconstruction.com; jacob@hambeyconstruction.com; eric@hambeyconstruction.com	Auto
HD Supply	Barry Nelson	Atlanta, GA	Barry.Nelson@HDSupply.com	Auto
Interboro Packaging Corp.	abraham jeremias	montgomery, NY	bids@interboropackaging.com	Auto
Keith Ball Custom Framing	Keith Ball	Bruner, MO	keithball1270@gmail.com	Auto
Kendall LLC	Jordan Chaffee	St. Louis, MO	jordan@kendallstl.com	Auto
Kenworthy Construction, LLC	Judy Kenworthy	JEFFERSON CITY, MO	judy@mmac-cpm.com	Auto
Kims Testing Service		Ozark, MO	khopkins@christiancountymo.gov	Auto

MECKC, LLC dba DSG Equipment and Supplies (DSG Equipment and Supplies)	Randy Grimm	Kansas City, MO	randy@dsgequip.com	Auto
MEI Total Elevator Solutions	Jeannie Reeves	Springfield, MO	jeannie.reeves@meiusa.com	Auto
MFA OIL Company	Kyle Carroll	Columbia, MO	kyle.carroll@mfaoil.com	Auto
Parts on a Dime	John Patterson	Grove, OK	jr.patterson@gmail.com	Auto
Pioneer Industrial Corp	Don Michael Trio	Kansas City, MO	dontrio@pioneerindustrial.com	Auto
PLANET HOLDING INC	RAFAEL SMITH	Pembroke Pines, FL	portal@planetcellinc.com	Auto
Platte County		Kansas City, MO	wes.minder@co.platte.mo.us	Auto
ProActive Air Solutions	Thomas Smith	Newcastle, OK	tsmith@proactiveairsolutions.com	Auto
Prolocks LLC	Ibrahim Shehadeh	Haltom City, TX		Auto
Pwxpress		Jacksonville, FL		Auto
Quill LLC (Staples INC)	Sarah Lindberg	Lincolnshire, IL	bid@quill.com	Auto
Regal Plastic Supply	Jeff Faught	Springfield, MO	jfaught@regalplastic.com	Auto
Reynolds Construction Co, Inc (Reynolds Construction & Commercial Roofing)	Anthony Castello	White Hall, AR		Auto
Richelli Consulting Group	Elaine Ellison	Anna, TX	elaine@richelliconsultinggroup.net	Auto
Riverside Restaurant LLC (Clean Slate Cleaning)	Tammy Lynn Riley	Hannibal, MO	tlrping@yahoo.com	Auto
Road Runner Safety Services, Inc.	Aaron Pearson	Jackson, MO	apearson@roadrunnerss.com	Auto
RT Solutuions Group	Eric Smith	Fort Worth, TX	admin@rtsolutionsgrp.com	Auto
Smart Build LLC		Branson, MO	info@smartbuildresources.com	Auto
The Builders AGC	Paige E Smith	springfield, MO	psmith@thebuildersagc.com	Auto
Top limb tree service llc		Sparta, MO	Tobyevan@gmail.com	Auto
Torgerson Design Partners, LLC	John Torgerson	Ozark, MO	design@tdp-arch.com	Auto
TRAC Materials (Table Rock Asphalt Construction Co., INC.)		Branson, MO	joel@tablerockasphalt.com	Auto
TraMar Contracting, Inc.	John McGrath	St. Charles, MO	jmcgrath@tramarcontracting.com	Auto
Truhome excavating and construction (Tru Home Property Services LLC)	Valentin Gradinariu	Brighton, MO	Truhomellc@gmail.com	Auto
Turn Back Creek Construction		Republic, MO		Auto
TurnKey Corrections (TW Vending)	Jason Lawrence	River Falls, WI	John@turnbackcreekconstruction.com	Auto
Vance Brothers, Inc.		Kansas City, MO	jasonl@turnkeycorrections.com	Auto
Vestis Group, LLC (f/k/a Aramark Uniform & Career Apparel Group, LLC.) (Vestis Group, INC (f/k/a Aramark Uniform & Career Apparel Group, Inc.))		Salem, VA	asewell@vancebrothers.com	Auto
VETERAN LEGACY LLC	John Martin	chantilly, VA	diane.macmillan@vestis.com;	Auto
Westside Stone	Terry Whittington	Springfield, MO	simon.warren@vestis.com	Auto
Williams Diversified Materials, Inc.	Debra McCandless	Baxter Springs, KS	info@veteranlagacyllc.com	Auto
WISECOM TECHNOLOGIES Inc.	Jeff Peter	Lanham, MD	twhittington@westsidestonellc.com	Auto
			dmccandless@wdminc.net	Auto
			Jeff@wisecomtech.com	Auto

External Invitations (1)

Invite Date	Email	Status
2/24/2025 10:21 AM (CT)	robbyjoebenoit@gmail.com	Invitation Sent

ADDENDUM TWO

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states "MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)" Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14' wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

ADDENDUM ONE

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:

Blackberry Ln – Sparta

Cardinal, Flora, Emma – Chadwick (within the main town area)

Old Riverdale – Nixa

Honeysuckle – Clever

I would recommend using our County's GIS to find roadways.

<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:

Single Coat Chip & Seal: +/- 108,000 SY

Double Coat Chip & Seal: +/- 47,500 SY

Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.
END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the ITB #2025- Countywide Road Resurfacing & Aggregates in accordance with the requirements stated herein. See Bid Specifications in ATTACHMENTS TAB.

QUESTIONS:

Questions should be submitted online through the Christian County Electronic Bidding portal before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal.

The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The 2025 Projects List is available to review in the ATTACHMENTS TAB.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m. Register as a vendor at: <https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to renew the contract for two (2) additional one (1) year periods.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: 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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a firm fixed contract for one calendar year from the start of the contract.

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.

All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.

Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the

County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	DECLARATION PAGE Rev. 1.pdf	DECLARATION PAGE. THIS MUST BE FILLED OUT AND UPLOADED IN ORDER FOR YOUR BID TO BE REVIEWED.
Header	ITB #2025-2 BID SPECIFICATIONS.pdf	BID SPECIFICATIONS
Header	ITB #2025-2 PROJECT LIST CC.pdf	PROJECT LIST 2025 FOR CHRISTIAN COUNTY
Header	Annual Wage Order No. 31.pdf	DEPARTMENT OF LABOR ANNUAL WAGE ORDER NO. 31
Header	CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS REV. 0924.pdf	CC TERMS AND CONDITIONS
Header	CC Insurance Requirements rev 0125.pdf	INSURANCE REQUIREMENTS
Header	E-Verify Affidavit of Compliance for Christian County form.pdf	E-VERIFY AFFIDAVIT OF COMPLIANCE
Header	Anti-Discrimination Against Israel Act Form.pdf	ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Bid Attachments Requested

The following attachments are requested with this opportunity

#	Required	Specified Attachment
1	YES	HAUL RATE SHEET : Attach the Haul Rate Sheet(s) here. Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages. Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.
2	YES	DECLARATION PAGE MUST BE UPLOADED HERE : By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.
3	YES	FIRM QUALIFICATIONS : Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

- 4 NO E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM : E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.
- 5 NO ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT : ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.

Bid Attributes

#	Name	Note	Response
1	Christian County Terms and Conditions	Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.	Required
2	No Deviations or Exceptions	I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB. Valid Responses: [Please select], Agree - No Deviations, Do Not Agree - Please see below	Required
3	Exceptions to Christian County Bidder Requirements Terms and Conditions	Exceptions to Christian County Bidder Requirements Terms and Conditions If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.	Required
4	Exceptions and Deviations to Specifications and Items	If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.	Required

5 Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. Required

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

Valid Responses: [Please select], Agree, Do not agree

6 Submission Responses Display

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement Display
Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 Business Compliance Display
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 declaration page and acknowledging any amendment submitted 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.

9	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.	Display
10	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.	Display
11	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.	Display
12	Prevailing Wage Requirements	<p>This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.</p> <p>It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.</p> <p>Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.</p> <p>Recognized Annual Wage Order (AWO) 31, Effective March 8, 2024. Copies of the referenced AWO are available at the Missouri Department of Labor's website: Annual Wage Order No. 31</p> <p>The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian</p>	Display

County. This affidavit is available at the following website or upon request:
<https://labor.mo.gov/media/pdf/pw-4-ai>.

- | | | | |
|----|--|---|---------|
| 13 | 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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. | Display |
| 14 | Insurance Requirements | Insurance Requirements are attached under the ATTACHMENTS Tab. | Display |
| 15 | Transient Employer Law - Required after award is made, if applicable | Any nonresident or foreign companies who employ people in Missouri must provide:
1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.
A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See http://dor.mo.gov/business/register/or call (573) 751-0459. | Display |

With regard to work under this Agreement, the Contractor agrees as follows: Display

Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.

Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.

Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the

Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

17 E-Verify Affidavit

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

Display

That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

Invoices will be submitted to Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

Display

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.

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.

Display

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.

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

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 contactor

21 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. Display

22 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. Display

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.

23	Determination for Award	<p>The award shall be made to the lowest priced and best 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.</p> <p>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.</p>	Display
24	Attachments Required	Be sure to upload all required documents and forms to the "RESPONSE ATTACHMENTS" tab of this bid event.	Display
25	Section 2	<p>BID REQUIREMENTS The following items require an answer</p>	Display
26	Conflict of Interest Questionnaire	<p>Does this vendor have Conflict of Interest with Christian County? Valid Responses: [Please Select], Yes, No</p>	Required
27	Conflict of Interest pt. 2	<p>If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.</p>	Required
28	Felony Conviction Details	<p>If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).</p>	Required
29	Anti-Collusion Statement	<p>I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.</p> <p>Valid Responses: I agree.</p>	Required

30	FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS	<p>Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:</p> <ul style="list-style-type: none"> • Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB. • Provide the project manager name, contact information. • Provide any certifications you may have for the industry standards. • General company information (years in business, name changes, etc.) • Information on applicable prior projects completed for Christian County Commission. 	Required
		<p>Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.</p>	
31	COLD MIX PLANT LOCATION	<p>Provide the Cold Mix Plant Location below.</p> <p>If this does not apply to your bid then write N/A.</p>	Required
32	HAUL RATE SHEETS *SEE INFO IN NOTE AREA	<p>Attach the Haul Rate Sheet(s) here.</p> <p>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</p> <p>Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</p>	Required
33	RENEWALS	<p>OPTIONAL RENEWALS:</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p> <p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.</p> <p>Note: The renewal dates below are anticipated dates.</p>	Required
34	RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED	<p>First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.</p>	Required

- 35 RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2027 – March 14, 2028 Required
Max Increase Not to Exceed: _____%.
- 36 THREE REFERENCES REQUIRED Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference. Display
- 37 REFERENCE #1 List three (3) business references: Required
- Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email
- 38 REFERENCE #2 List three (3) business references: Required
- Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email
- 39 REFERENCE #3 List three (3) business references: Required
- Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email
- 40 Cooperative Procurement The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Required
- Note: Indicating no will not affect the evaluation of your bid.
Valid Responses: [Please Select], Yes, No

Line Items

#	Qty	UOM	Description	Response
1		EA	HOT MIX ASPHALT Attach Haul Rate Sheet Under Response Attachment Tab #1	Price
2	1	TON	FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.	Price (Required)
3	1	TON	FURNISH & INSTALL (LAID) BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED	Price (Required)
4	1	TON	FURNISH & INSTALL (LAID) SUPERPAVE	Price (Required)

5	1	TON	F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT	Price (Required)
6	1	TON	F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED	Price (Required)
7	1	EA	MILLING OF HEADERS	Price (Required)
8	1	SY	MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)	Price (Required)
9	1	SY	EDGE WIDENING (6" DEPTH, 12" WIDTH)	Price (Required)
10	1	EA	PAVEMENT CORES	Price (Required)
11	1	LF	STRIPING 6" DOUBLE YELLOW CENTERLINE.	Price (Required)
12	1	LF	STRIPING 6" WHITE EDGE LINE.	Price (Required)
13	1	EA	STRIPING, MISC. ITEMS	Price (Required)
14		EA	COLD MIX ASPHALT Note: Enter Cold Mix Plant Location under Attributes Tab #31	Price
15	1	TON	F.O.B. COLD MIX MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number	Price (Required)
16		EA	CHIP & SEAL REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO. COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO	Price
17	1	SY	SINGLE COAT, MC3000 - COMMON I PRICING	Price (Required)
18	1	SY	SINGLE COAT, MC3000 - COMMON II PRICING	Price (Required)
19	1	SY	SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING	Price (Required)
20	1	SY	SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING	Price (Required)

21	1	SY	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING	Price (Required)
22	1	SY	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING	Price (Required)
23	1	SY	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING	Price (Required)
24	1	SY	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING	Price (Required)
25	1	SY	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.	Price (Required)
26	1	SY	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING.	Price (Required)
27		EA	CRACK SEALING	Price
28	1	GAL	ASPHALT RUBBER CRACK SEAL (IN PLACE).	Price (Required)
29	1	POUND	ASPHALT RUBBER CRACK SEAL (IN PLACE)	Price (Required)
30		EA	ROCK/AGGREGATE SUPPLY	Price
31	1	TON	BASE 1/4"	Price (Required)
32	1	TON	BASE 1/2"	Price (Required)
33	1	TON	BASE 1" CLEAN	Price (Required)
34	1	TON	BASE 1" COMMERCIAL/DIRTY	Price (Required)
35	1	TON	BASE 1 - 1/2" CLEAN	Price (Required)
36	1	TON	BASE 1 - 1/2" COMMERCIAL/DIRTY	Price (Required)
37	1	TON	BASE 2" CLEAN	Price (Required)
38	1	TON	BASE 2" COMMERCIAL/DIRTY	Price (Required)
39	1	TON	BASE 0-6" CLEAN	Price (Required)
40	1	TON	BASE 0-6" DIRTY	Price (Required)
41	1	TON	BASE TYPE 1 (STATE)	Price (Required)

42	1	TON	BASE TYPE 5 (STATE)	Price (Required)
43	1	LOAD	BELT/WASTE CRUSHER SCREENINGS	Price (Required)
44	1	TON	ROCK 3/8"	Price (Required)
45	1	TON	ROCK 1/2"	Price (Required)
46	1	TON	ROCK 5/8"	Price (Required)
47	1	TON	ROCK 3/4"	Price (Required)
48	1	TON	ROCK 1"	Price (Required)
49	1	TON	ROCK 1 - 1/2"	Price (Required)
50	1	TON	ROCK 2"	Price (Required)
51	1	TON	ROCK 2-4"	Price (Required)
52	1	TON	ROCK 2-6"	Price (Required)
53	1	TON	ROCK 3-6"	Price (Required)
54	1	TON	ROCK 4" MINUS	Price (Required)
55	1	TON	ROCK 4-6"	Price (Required)
56	1	TON	ROCK 4-10"	Price (Required)
57	1	TON	ROCK 6-10"	Price (Required)
58	1	TON	ROCK 8-10"	Price (Required)
59	1	TON	SHOT ROCK	Price (Required)
60	1	TON	RIP RAP	Price (Required)
61	1	TON	ICE CONTROL	Price (Required)

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
Header	1	Christian County Terms and Conditions	Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.	Accepted	Vance Brothers, LLC accepts the Christian County Terms and Conditions.	Accept	Accept	Accept	I Acknowledge	Done	APAC DOES FULLY ACCEPT CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS.
Header	2	No Deviations or Exceptions	I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB.	Agree - No Deviations	Agree - No Deviations	Agree - No Deviations	Agree - No Deviations	Agree - No Deviations	Agree - No Deviations	Agree - No Deviations	Agree - No Deviations
Header	3	Exceptions to Christian County Bidder Requirements Terms and Conditions	Exceptions to Christian County Bidder Requirements Terms and Conditions If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.	N/A	N/A.	N/A	N/A	N/A	N/A	None	N/A

											TRAC Materials (Table Rock Asphalt Construction Co., INC.)				
Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC				Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL		

Header	4	Exceptions and Deviations to Specifications and Items	<p>If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.</p> <p>Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.</p> <p>(I) Certifies that neither it nor its principals are presently debarred, suspended, proposed for</p>	N/A	N/A.	N/A	N/A	N/A	N/A	N/A	None	N/A			
Header	5	Debarment or Suspension Certification	presently debarred, suspended, proposed for	Agree	Agree	Agree	Agree	Agree	Agree	Agree	Agree	Agree	Agree	Agree	Agree

				Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
Line #	Att #	Attribute Name	Attribute Note								

Submission Responses

Header 6

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

Submission Responses

~~Contact between~~ vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this

Header 7

Communications Statement

							TRAC Materials (Table Rock Asphalt Construction Co., INC.)			
Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL

Header 8

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 declaration page and acknowledging any amendment submitted 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

Business Compliance

Header 9

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.

Minority Business Participation:

						TRAC Materials (Table Rock Asphalt Construction Co., INC.)				
Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL

Header 10

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.

For Construction Services

Header 11

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.

Independent Contractor

						TRAC Materials (Table Rock Asphalt Construction Co., INC.)				
Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL

subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and

Header 12

any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done

Prevailing Wage Requirements

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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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

Header 13

Fuel Charges

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
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Header 14 Insurance Requirements are attached under the Insurance Requirements ATTACHMENTS Tab.

Header 15 Any nonresident or foreign companies who employ people in Missouri must provide:
 1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
 2. Proof of exemption from Section 285.230 R.S.Mo.
 A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law.
 Questions? See
 Transient Employer Law - Required after award is made, if applicable [http://dor.mo.gov/business/register/or call \(573\) 751-0459](http://dor.mo.gov/business/register/or call (573) 751-0459).

				Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
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Header 16

under this Agreement, the Contractor agrees as follows:

Civil Rights Statutes:
The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. § 12101, et seq.).

Non-Discrimination Assurance

In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

Header 17

That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and

That Contractor does not knowingly employ any person who is an

E-Verify Affidavit

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
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Header 18

submitted to Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

Invoices

Services or goods must be received before payment can be made. 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.

Header 19

Management of Materials

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.

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
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The vendor shall ensure that services are performed in a manner 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

Schedule

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.

Header 21

Services

				Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
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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

Header 22

Reporting Requirements

The award shall be made to the lowest priced and best 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

Header 23

Determination for Award

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
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Header	24	Attachments Required	Be sure to upload all required documents and forms to the "RESPONSE ATTACHMENTS" tab of this bid event.								
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Header	25	Section 2	BID REQUIREMENTS The following items require an answer								
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Header	26	Conflict of Interest Questionnaire	Does this vendor have Conflict of Interest with Christian County?	No	No	No	No	No	No	No	No
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Header	27	Conflict of Interest pt. 2	If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.	N/A	N/A.	N/A	N/A	N/A	N/A	None	N/A
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Header	28	Felony Conviction Details	If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).	N/A	N/A.	N/A	N/A	N/A	N/A	None	N/A
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Header	29	Anti-Collusion Statement	I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.	I agree.	I agree.	I agree.	I agree.	I agree.	I agree.	I agree.	I agree.
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Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL
Header	30	FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS	<p>order to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:</p> <ul style="list-style-type: none"> • Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB. • Provide the project manager name, contact information. • Provide any certifications you may have for the industry standards. • General company information (years in business, name changes, etc.) 	done	Response Attached.	Agreed	Christian County Bids 2021, 2022, 2023, 2024	See Attached Document	Please see attached for additional informationProject Managers name - Jordan Choate - Jchoate@capitalpavingmo.com - 4175206107Capital completed Red Bud road and Carriage Lane in Christian County.	has seen addendum one and twoBlevins Asphalt Construction has been doing business for 76 years and has done work all over Southwest Missouri. Christian County for many years, Placing Asphalt and Chip and Seal Contact Brent Young 417-840-7906Stone County for many years, placing Asphalt and Chip and Seal Contact Mike Keathley 417-2240-6218MoDot Springfield Office we have done many projects for SW Springfield 5650 West Highway 60Brookline, Mo. 65619 Next to Buddy Auto	ATTACHED ON OTHER PAGES
Header	31	COLD MIX PLANT LOCATION	<p>Provide the Cold Mix Plant Location below.</p> <p>If this does not apply to your bid then write N/A.</p> <p>Attach the Haul Rate Sheet(s) here.</p> <p>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</p>	N/A	N/A	CLEVER, MO	N/A	3260 State Hwy. 248, Branson, MO. 65616	N/A		n/a
Header	32	HAUL RATE SHEETS *SEE INFO IN NOTE AREA	<p>Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</p>	done	Sheet of paper uploaded.	ATTACHED	Yes	N/A	see attached	Attached in response page	attached other place

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL	
Header	33		<p>OPTIONAL RENEWALS</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p>									
		RENEWALS	<p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period.</p>	All percentages of	Material cost	20% max increase per year.	0	Yes	Yes	All renewals will have to be discussed prior	Yes	agree
Header	34	RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED	<p>First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.</p>	5%	20%	0%	5%	5%	10%	5%	10%	
Header	35	RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED	<p>First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.</p>	-1%	20%	0%	5%	5%	10%	5%	20%	
Header	36	THREE REFERENCES REQUIRED	<p>Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.</p>									

Line #	Att #	Attribute Name	Attribute Note	Huff Asphalt & Sealing L.L.C	Vance Brothers, Inc.	Clever Stone Company	Capital Materials LLC	TRAC Materials (Table Rock Asphalt Construction Co., INC.)	Capital Paving and Construction, LLC	Blevins Asphalt Const. Co., Inc	APAC CENTRAL		
Header	37			Legacy Bank & Trust PO Box 250 Sparta, Mo 65753 Holly Hensley, Hhensley@legacybankandtrust.com 417-634-3111 Ozark Bank PO Box 220 Ozark, Mo 65721 Tim Austin 417-840-1822									
		REFERENCE #1	List three (3) business references:	taustin@ozarkbank.com	Missouri Department of Energy Corporation PO Box 218 Willow Springs, Mo 65793	Chad Odem Mitchell Ave. 417-252-0572 chad@coastal-fmc.com	Engineer 1303 Mitchell Ave. 64601660-646-3218 james.gillespie@modot.mo.gov	Stone County Road Shane Jennings 108 East 4th Street Galena, Missouri 65656	City of Nixa, Jeff Roussell, 715 W. MT. Vernon Street PO Box 395 Nixa, MO 65714 417-449-0555 sewing@nixa.com	On Attached Sheet	City of Ozark Jeremy Parsons 205 N 1st Street Ozark MO 65721 417-5810353 jparsons@ozarkmissouri.org	MoDot Brad Gripka 2459 North Mayfair Springfield, Mo. 65803 417-895-6505 AHumphrey@greenecountymogov	GREENE COUNTY ADAM HUMPHREY 2065 N. CLIFTON SPRINGFIELD, MO 65803 417-829-6505 AHumphrey@greenecountymogov
Header	38				Pulaski County, AR Matthew Breckenridge, PE 3200 Brown Street, Little Rock, AR 72204 501-340-6800 mbreckenridge@pulaskicounty.net	Donelson Construction Co., LLC 1075 Wise Hill Road Clever, MO 6563		Taney County, Devin Huff, 132 David Street, Forsyth, Mo 65653, 417-546-7268 devin.huff@taneycountymo.gov	City of Harrison Bryan Marshall 303 N 3rd St Harrison AR 72601 bmarshall@harrisonar.gov	City of Nixa Jeff Roussell 1111 Kathryn Street Nixa, Mo. 65714 417-725-2353 jroussell@nixa.com		WEBSTER COUNTY COMMISSION MIKE STURDEFANT 101 S CRITTENDEN ST MARSHFIELD, MO 65706 417-830-0512	
		REFERENCE #2	List three (3) business references:	attached				On Attached Sheet					
Header	39				Kansas Department of Transportation Blair Heptig, Field Engineer 700 SW Harrison, Topeka, KS 66603 785-296-3566 blair.heptig@ks.gov	Christian County Road 1106 W Jackson St Ozark, MO 65721		Still Excavating, Brad Lawrence, 379 AR-14, Lead Hill, AR 72644, 870-436-5880, bradlawrence71@yahoo.com	Brian Hackmeister 203 County Shop Road Lampe, MO 65681 stonecounty21@yahoo.com	Stone County Mike Keathley Galena, Mo. 417-224-6218		CITY OF SPRINGFIELD PUBLIC WORKS COLTEN HARRIS STREET OPERATION SPRINGFIELD, MO 417-874-1212 charris@springfieldmo.gov	
		REFERENCE #3	List three (3) business references:	attached				On Attached Sheet					

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Header	40		The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.								
		Cooperative Procurement	Note: Indicating no will not affect the evaluation of your bid.	Yes	Yes	Yes	Yes	No	No	Yes	Yes



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

March 13, 2025

Capital Materials, LLC
4940 N 21st St.
Ozark, MO 65721
rmorris@capaggs.com

Capital Paving & Constr., LLC
PO Box 104960
Jefferson City, MO 65101
ismith@capitalpavingmo.com

Huff Asphalt & Sealing, LLC
808 Mountainview Dr.
Sparta, MO 65753
thuffasphalt@aol.com

APAC-Central, Inc.
PO Box 1187
Springfield, MO 65801
David.foreman@apac.com

Clever Stone Company, Inc.
1075 Wise Hill Road
Clever, MO 65631
laram@cleverstone.com

TRAC Materials, Inc.
PO Box 1165
Branson, MO 65615
joel@tablerockasphalt.com

Blevins Asphalt Constr. Co., Inc.
PO Box 230
Mt. Vernon, MO 65712
scrabtree@blevinsasphalt.com

Vance Brothers, Inc.
PO Box 300107, 5201 Brighton Ave
Kansas City, MO 64130
asewell@vancebrothers.com

RE: ITB #2025-2 Countywide Road Resurfacing & Aggregates

The Christian County Commission voted in session today to award the contract for Countywide Road Resurfacing & Aggregates (ITB #2025-2) to all qualified bidders listed above.

This contract is effective March 13, 2025, through March 12, 2026, with options of renewing for two (2) additional one-year periods.

Your point of contact will be Highway Administrator, Miranda Beadles. Ms. Beadles can be reached at 417-582-4394, or by email at mbeadles@christiancountymo.gov.

Johnny Williams
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner



2025-2 Addendum 2 APAC CENTRAL Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states “MILLING OF ROADWAY (2” DEPTH, 12’ WIDTH)” Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14’ wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200’

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

APAC CENTRAL Information

Contact: David Foreman
Address: PO BOX 1187
SPRINGFIELD, MO 65801
Phone: (417) 868-6706
Email: david.foreman@apac.com

By submitting your response, you certify that you are authorized to represent and bind your company.

David Foreman

Signature

Submitted at 2/25/2025 08:58:30 AM (CT)

david.foreman@apac.com

Email

Requested Attachments

HAUL RATE SHEET

CHRISTAIN CO haul 2025.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

SKM_C450i25022507560.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

SKM_C450i25022507581.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

SKM_C450i25022507571.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

SKM_C450i25022507561.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Response Attachments

SKM_C450i25022507570.pdf

AFFIDAVIT

SPRINGFIELD QUALITY AWARDS 2025.docx

AWARDS

Key Individuals 25.doc

KEY INDIVIDUALS

APAC-Central 05-19-2020.docx

WHO IS APAC

Bid Attributes

1	Christian County Terms and Conditions Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below. <input data-bbox="110 254 1559 289" type="text" value="APAC DOES FULLY ACCEPT CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS."/>
2	No Deviations or Exceptions I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB. <input data-bbox="110 485 399 520" type="text" value="Agree - No Deviations"/>
3	Exceptions to Christian County Bidder Requirements Terms and Conditions Exceptions to Christian County Bidder Requirements Terms and Conditions If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A. <input data-bbox="110 737 1559 772" type="text" value="N/A"/>
4	Exceptions and Deviations to Specifications and Items If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A. <input data-bbox="110 1031 1559 1066" type="text" value="N/A"/>
5	Debarment or Suspension Certification Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred. (I) Certifies 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 of agency under the Federal OMB, A-102, common rule. Failure to certify will render bidder non-responsive and will not be considered for award. <input data-bbox="110 1514 305 1549" type="text" value="Agree"/>
6	Submission Responses Submission Responses All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

1
2 **Prevailing Wage Requirements**

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.

Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.

Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor's website: [Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

1
3 **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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

1
4 **Insurance Requirements**

Insurance Requirements are attached under the ATTACHMENTS Tab.

1
5 **Transient Employer Law - Required after award is made, if applicable**

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/or> call (573) 751-0459.

Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3
1 **COLD MIX PLANT LOCATION**
Provide the Cold Mix Plant Location below.
If this does not apply to your bid then write N/A.

3 2	<p>HAUL RATE SHEETS *SEE INFO IN NOTE AREA</p> <p>Attach the Haul Rate Sheet(s) here.</p> <p>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</p> <p>Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</p> <p><input type="text" value="attached other place"/></p>
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3 3	<p>RENEWALS</p> <p style="text-align: center;">OPTIONAL RENEWALS:</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p> <p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.</p> <p style="text-align: center;">Note: The renewal dates below are anticipated dates.</p> <p><input type="text" value="agree"/></p>
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3 4	<p>RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED</p> <p>First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.</p> <p><input type="text" value="10%"/></p>
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3 5	<p>RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED</p> <p>First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.</p> <p><input type="text" value="20%"/></p>
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3 6	<p>THREE REFERENCES REQUIRED</p> <p>Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.</p>
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3 7	<p>REFERENCE #1</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p><input type="text" value="GREENE COUNTY ADAM HUMPHREY 2065 N. CLIFTON SPRINGFIELD, MO 65803 417-829-6505 AHumphrey@greencountymo.gov"/></p>
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3 8	REFERENCE #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">WEBSTER COUNTY COMMISSION MIKE STURDEFANT 101 S CRITTENDEN ST MARSHFIELD, MO 65706 417-830-0512</div>
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3 9	REFERENCE #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">CITY OF SPRINGFIELD PUBLIC WORKS COLTEN HARRIS STREET OPERATIONS SPRINGFIELD, MO 417-874-1212 charris@springfieldmo.gov</div>
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4 0	Cooperative Procurement The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Note: Indicating no will not affect the evaluation of your bid. <input type="checkbox"/> Yes
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Bid Lines

1	<u>HOT MIX ASPHALT</u> Attach Haul Rate Sheet Under Response Attachment Tab #1 -
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2	FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT. Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input style="width: 100px;" type="text" value="\$80.00"/> Total: <input style="width: 100px;" type="text" value="\$80.00"/> Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.
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**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

7	MILLING OF HEADERS
Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$1,000.00"/> Total: <input type="text" value="\$1,000.00"/>	
Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.	

8	MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)
Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$4.00"/> Total: <input type="text" value="\$4.00"/>	
Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.	
Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.	

9	EDGE WIDENING (6" DEPTH, 12" WIDTH)
Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$31.00"/> Total: <input type="text" value="\$31.00"/>	
Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.	
THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.	

10	PAVEMENT CORES
Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$250.00"/> Total: <input type="text" value="\$250.00"/>	
Item Notes:	

11	STRIPING 6" DOUBLE YELLOW CENTERLINE.
Quantity: <u> 1 </u> UOM: <u> LF </u> Price: <input type="text" value="\$3.25"/> Total: <input type="text" value="\$3.25"/>	
Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.	

12	STRIPING 6" WHITE EDGE LINE.
Quantity: <u> 1 </u> UOM: <u> LF </u> Price: <input type="text" value="\$2.50"/> Total: <input type="text" value="\$2.50"/>	
Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.	

1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u> Price: \$250.00 Total: \$250.00</p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p style="text-align: center;">THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p>
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p>Note: <u>Enter Cold Mix Plant Location under Attributes Tab #31</u></p> <p style="text-align: center;">-</p>
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid</p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p>
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1 6	<p><u>CHIP & SEAL</u></p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> No Bid</p>
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1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> No Bid</p>
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> No Bid</p>
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> No Bid</p>
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2 1	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 2	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 3	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 4	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 5	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 7	<u>CRACK SEALING</u>	
2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE). Quantity: <u> 1 </u> UOM: <u> GAL </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE) Quantity: <u> 1 </u> UOM: <u> POUND </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
3 0	ROCK/AGGREGATE SUPPLY	
	Item Notes: Please review Bid Specifications & Item Notes	
3 1	BASE 1/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

3 2	BASE 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 3	BASE 1" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 4	BASE 1" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 5	BASE 1 - 1/2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 7	BASE 2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 8	BASE 2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 9	BASE 0-6" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 0	BASE 0-6" DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 1	BASE TYPE 1 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 2	BASE TYPE 5 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 3	BELT/WASTE CRUSHER SCREENINGS Quantity: <u> 1 </u> UOM: <u> LOAD </u>	No Bid

4 4	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 5	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 6	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 7	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 8	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 9	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 0	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 2	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 3	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 4	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 5	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 6	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 7	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 8	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 9	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

60	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
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61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
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Response Total: \$1,910.75

APAC CHRISTIAN COUNTY ASPHALT HAUL 2025

1 MILE HAUL ASPHALT	\$4.13	TON
2 MILE HAUL ASPHALT	\$4.46	TON
3 MILE HAUL ASPHALT	\$4.79	TON
4 MILE HAUL ASPHALT	\$5.12	TON
5 MILE HAUL ASPHALT	\$5.45	TON
6 MILE HAUL ASPHALT	\$5.78	TON
7 MILE HAUL ASPHALT	\$6.11	TON
8 MILE HAUL ASPHALT	\$6.44	TON
9 MILE HAUL ASPHALT	\$6.77	TON
10 MILE HAUL ASPHALT	\$7.10	TON
11 MILE HAUL ASPHALT	\$7.26	TON
12 MILE HAUL ASPHALT	\$7.43	TON
13 MILE HAUL ASPHALT	\$7.60	TON
14 MILE HAUL ASPHALT	\$7.76	TON
15 MILE HAUL ASPHALT	\$7.92	TON
16 MILE HAUL ASPHALT	\$8.09	TON
17 MILE HAUL ASPHALT	\$8.30	TON
18 MILE HAUL ASPHALT	\$8.65	TON
19 MILE HAUL ASPHALT	\$8.96	TON
20 MILE HAUL ASPHALT	\$9.31	TON
21 MILE HAUL ASPHALT	\$9.65	TON
22 MILE HAUL ASPHALT	\$10.01	TON
23 MILE HAUL ASPHALT	\$10.37	TON
24 MILE HAUL ASPHALT	\$10.70	TON
25 MILE HAUL ASPHALT	\$11.06	TON
26 MILE HAUL ASPHALT	\$11.36	TON
27 MILE HAUL ASPHALT	\$11.74	TON
28 MILE HAUL ASPHALT	\$12.08	TON
29 MILE HAUL ASPHALT	\$12.42	TON
30 MILE HAUL ASPHALT	\$12.78	TON
31 MILE HAUL ASPHALT	\$13.14	TON
32 MILE HAUL ASPHALT	\$13.48	TON
33 MILE HAUL ASPHALT	\$13.84	TON
34 MILE HAUL ASPHALT	\$14.14	TON
35 MILE HAUL ASPHALT	\$14.52	TON
36 MILE HAUL ASPHALT	\$14.86	TON
37 MILE HAUL ASPHALT	\$15.19	TON
38 MILE HAUL ASPHALT	\$15.55	TON
39 MILE HAUL ASPHALT	\$15.91	TON
40 MILE HAUL ASPHALT	\$16.25	TON
41 MILE HAUL ASPHALT	\$16.55	TON
42 MILE HAUL ASPHALT	\$16.90	TON
43 MILE HAUL ASPHALT	\$17.27	TON
44 MILE HAUL ASPHALT	\$17.60	TON
45 MILE HAUL ASPHALT	\$17.95	TON
46 MILE HAUL ASPHALT	\$18.30	TON
47 MILE HAUL ASPHALT	\$18.66	TON
48 MILE HAUL ASPHALT	\$18.98	TON
49 MILE HAUL ASPHALT	\$19.32	TON
50 MILE HAUL ASPHALT	\$19.67	TON
51 MILE HAUL ASPHALT	\$20.04	TON
52 MILE HAUL ASPHALT	\$20.38	TON
53 MILE HAUL ASPHALT	\$20.72	TON
54 MILE HAUL ASPHALT	\$21.07	TON
55 MILE HAUL ASPHALT	\$21.43	TON
56 MILE HAUL ASPHALT	\$21.73	TON
57 MILE HAUL ASPHALT	\$22.08	TON
58 MILE HAUL ASPHALT	\$22.43	TON
59 MILE HAUL ASPHALT	\$22.79	TON
60 MILE HAUL ASPHALT	\$23.14	TON
61 MILE HAUL ASPHALT	\$23.48	TON
62 MILE HAUL ASPHALT	\$23.83	TON
63 MILE HAUL ASPHALT	\$24.16	TON
64 MILE HAUL ASPHALT	\$24.50	TON
65 MILE HAUL ASPHALT	\$24.85	TON
66 MILE HAUL ASPHALT	\$25.20	TON
67 MILE HAUL ASPHALT	\$25.56	TON
68 MILE HAUL ASPHALT	\$25.91	TON
69 MILE HAUL ASPHALT	\$26.26	TON
70 MILE HAUL ASPHALT	\$26.57	TON
71 MILE HAUL ASPHALT	\$26.93	TON
72 MILE HAUL ASPHALT	\$27.28	TON
73 MILE HAUL ASPHALT	\$27.62	TON
74 MILE HAUL ASPHALT	\$27.97	TON
75 MILE HAUL ASPHALT	\$28.33	TON

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name APAC-Central, Inc.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. APAC-Central, Inc.
Mailing Address P.O. Box 1187	IRS Form 1099 Mailing Address 755 E. Milsap Rd.
City, State, Zip Code Springfield, MO 65801	City, State, Zip Code Fayetteville, AR 72703

Contact Person David Foreman	Email Address: david.foreman@apac.com
Phone Number 417-868-6700	Fax Number: 417-368-0481
Authorized Signature 	Date 2/17/25

Company ID Number: 165031

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 Social Security Administration (SSA), the Department of Homeland Security (DHS) and **APAC Central, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

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5. SSA agrees to establish 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 THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and 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:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien 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 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, and 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 and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish 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.

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 E-Verify 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.

B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established 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 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 the Department 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.

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, 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

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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 \$500 and \$1,000 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 any 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 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 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 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 the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. 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 the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. 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 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 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 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

Company ID Number: 165031

a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences 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, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with 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, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and 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 1-800-255-7688 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 the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. 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.

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 allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

Company ID Number: 165031

ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE 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 referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..

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 THE DEPARTMENT OF HOMELAND SECURITY

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 alien 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

Company ID Number: 165031

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 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 the Department through its toll-free hotline 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.

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

The 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

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 manual. Even

Company ID Number: 165031

without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice 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. 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.

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.

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.

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, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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

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 Operations at 888-464-4218.

Employer APAC Central, Inc.

Evans F Richard

Name (Please type or print)

Title

Electronically Signed

11/18/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 165031

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

11/18/2008

Date

Company ID Number: 165031

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: APAC Central, Inc.

Company Facility Address: 755 E Millsap
Fayetteville, AR 72703

Company Alternate Address: P.O. Box 9208
Fayetteville, AR 72703

County or Parish: WASHINGTON

Employer Identification Number: 581401469

North American Industry
Classification Systems Code: 237

Parent Company: _____

Number of Employees: 500 to
999 Number of Sites Verified for: 3

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

- ARKANSAS 2 site(s)
- OKLAHOMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **Arianna Heras**
Telephone Number: **(479) 788 - 6365**
E-mail Address: **arianna.heras@apac.com**

Fax Number:

Name: **Betancourt Erica**
Telephone Number: **(479) 587 - 3339**
E-mail Address: **erica.betancourt@apac.com**

Fax Number: **(479) 443 - 4018**

Name: **Jeanette Morgans**
Telephone Number: **(918) 556 - 2249**
E-mail Address: **jeanette.morgans@apac.com**

Fax Number:

Name: **Evans F Richard**

Company ID Number: 165031

Telephone Number: **(479) 587 - 3356**
E-mail Address: **richard.evans@apac.com**

Fax Number: **(479) 443 - 4018**

E-Verify

Employment Eligibility Verification

Click any icon for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM 03/01/2016 Log Out

Company Information

Company Name: APAC Central, Inc.

Company ID Number: 165031

Doing Business As (DBA) Name:

DUNS Number:

[View / Edit](#)

Physical Location:

Address 1: 755 E Millisap

Address 2:

City: Fayetteville

State: AR

Zip Code: 72703

County: WASHINGTON

Mailing Address:

Address 1: P.O. Box 9208

Address 2:

City: Fayetteville

State: AR

Zip Code: 72703

Additional Information:

Employer Identification Number: 581401469

Total Number of Employees: 1,000 to 2,499

Parent Organization: APAC-Holdings, Inc.

Administrator:

Organization Designation:

View Essential Resources

- [Take Tutorial](#)
- [View User Manual](#)
- [Share Ideas](#)
- [Contact Us](#)

Additional Information:

Employer Identification Number: 581401469
Total Number of Employees: 1,000 to 2,499
Parent Organization: APAC-Holdings, Inc.
Administrator:

Organization Designation:

Employer Category: Federal Contractor with FAR E-Verify Clause
Federal Contractor Category: Employees being verified:

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	View / Edit
Total Hiring Sites:	4	View / Edit
Total Points of Contact:	5	View / Edit

[View MOU](#)

E-Verify®

Employment Eligibility Verification



Welcome Evans Richard User ID ERIC2148 Last Login 03/01/2016 09:35 AM Log Out

Click any ? for help

- Home
- My Cases**
 - New Case
 - View Cases
 - Search Cases
- My Profile**
 - Edit Profile
 - Change Password
 - Change Security Questions
- My Company**
 - Edit Company Profile
 - Add New User
 - View Existing Users
 - Close Company Account
- My Reports**
 - View Reports
- My Resources**
 - View Essential Resources
 - Take Tutorial
 - View User Manual
 - Share Ideas
 - Contact Us

Hiring Sites

i You are verifying for multiple sites at your location. List the number of hiring sites by state for which your company will be performing verifications.

Previous		State	Next	
Add		ARKANSAS		Number of Hiring Sites
Edit	Delete			2
Edit	Delete	MISSOURI		1
Edit	Delete	OKLAHOMA		1

Previous Next

[Next](#)

[Cancel](#)

10:25 AM 3/1/2016

46

E-Verify

Employment Eligibility Verification



Welcome
Evans Richard
 User ID: ERIC2148
 Last Login: 09:36 AM - 03/01/2016
[Log Out](#)

[Click any icon for help](#)

- [Home](#)
- [My Cases](#)
- [New Case](#)
- [View Cases](#)
- [Search Cases](#)
- [My Profile](#)
- [Edit Profile](#)
- [Change Password](#)
- [Change Security Questions](#)
- [My Company](#)
- [Edit Company Profile](#)
- [Add New User](#)
- [View Existing Users](#)
- [Close Company Account](#)
- [My Reports](#)
- [View Reports](#)
- [My Resources](#)
- [View Essential Resources](#)
- [Take Tutorial](#)
- [View User Manual](#)
- [Share Ideas](#)
- [Contact Us](#)

Points of Contact Summary List

Previous	Next		First Name	Last Name	Middle Name	Phone Number	Fax Number	E-mail Address
Add								
Edit		Delete	Betancourt	Erica		(479) 587 - 3339	(479) 443 - 4018	erica_betancourt@apac.com
Edit		Delete	Evans	Richard	F	(479) 587 - 3356	(479) 684 - 5402	richard.evans@apac.com
Edit		Delete	Debra	Morris	K	(479) 788 - 6365	(479) 684 - 5402	debra_morris@apac.com
Edit		Delete	Lisa	Chapman	L	(918) 556 - 2236	(918) 828 - 4543	lisa_chapman@apac.com
Edit		Delete	Kevin	Farmer	R	(417) 868 - 6714	(417) 868 - 7064	kevin_farmer@apac.com
Previous	Next							

[Cancel](#)
[Save & Continue](#)

10:25 AM 3/1/2016
 System tray icons: volume, network, power, help, search, refresh, home, back, forward, print, zoom, zoom reset, zoom in, zoom out, zoom full, zoom auto, zoom default, zoom none, zoom reset all, zoom in all, zoom out all, zoom full all, zoom auto all, zoom default all, zoom none all.



APAC-Central, Inc.
P.O. Box 1187
Springfield, MO 65801

Phone 417-868-6700
Fax 417-368-0481

BIDDER QUALIFICATIONS

<u>STAGE</u>	<u>PROJECT</u>	<u>CONTRACT AMT.</u>	
COMPLETED 7/24	RT. 49 BARTON/VERNON	\$13,288,448.47	MODOT SW DISTRICT GIDGET.KOESTNER@MODOT.MO.GOV 1057 E. GAINES DR. CLINTON, MO 64735
COMPLETED 10/24	RT. 60 GREENE/CHRISTIAN	\$8,638,875.98	MODOT SW DISTRICT MARVIN.MORRIS@MODOT.MO.GOV 2915 DOUGHBOY DRIVE JOPLIN, MO 64804
COMPLETED 9/24	RT. LOOP 44/86,M,BB JASPER/NEWTON	\$5,241,914.10	MODOT SW DISTRICT MARVIN.MORRIS@MODOT.MO.GOV 2915 DOUGHBOY DRIVE JOPLIN, MO 64804
COMPLETED 10/24	RT. AA, D, E, Y BATES CO.	\$3,836,880.15	MODOT SW DISTRICT GIDGET.KOESTNER@MODOT.MO.GOV 1057 E. GAINES DR. CLINTON, MO 64735
COMPLETED 12/24	CITY OF SPRINGFIELD OVERLAY 2024	\$1,301,378.52	CITY OF SPRINGFIELD MORGAN BLANKENSHIP/417-864-2079 morgan.blankenship@springfieldmo.gov P.O. BOX 8368 SPRINGFIELD, MO 65801
COMPLETED 12/24	GREENE COUNTY OVERLAY 2024	\$1,442,739.68	GREENE COUNTY HWY DEPT. ADAM HUMPHREY/417-829-6505 2065 N. CLIFTON SPRINGFIELD, MO 65803
COMPLETED 12/24	CITY OF NEVADA STREETS 2024	\$522,371.12	CITY OF NEVADA TIM WIGGANS/417-684-7167 TWIGGANS@NEVADAMO.GOV 110 SOUTH ASH ST. NEVADA, MO 64772
COMPLETED 12/24	WEBSTER COUNTY STREETS 2024	\$794,497.09	WEBSTER COUNTY COMMISSION PAUL IPOCK/417-859-4250 1106 S. WHITE OAK MARSHFIELD, MO 65706
COMPLETED 11/24	CITY OF BUFFALO STREETS 2024	\$362,643.00	CITY OF BUFFALO BRANDON KENALL/417-328-8167 PO BOX 410 BUFFALO, MO 65622

COMPLETED 12/23	CITY OF SPRINGFIELD OVERLAY 2023	\$1,951,969.02	CITY OF SPRINGFIELD MORGAN BLANKENSHIP/417-864-2079 morgan.blankenship@springfieldmo.gov P.O. BOX 8368 SPRINGFIELD, MO 65801
COMPLETED 12/23	GREENE COUNTY OVERLAY 2023	\$1,893,765.34	GREENE COUNTY HWY DEPT. ADAM HUMPHREY/417-829-6505 2065 N. CLIFTON SPRINGFIELD, MO 65803
COMPLETED 12/23	WEBSTER COUNTY 2023	\$1,870,260.64	WEBSTER COUNTY COMMISSION PAUL IPOCK/417-859-4250 1106 S. WHITE OAK MARSHFIELD, MO 65706
COMPLETED 12/23	BOLIVAR STREETS 2023	\$467,708.00	CITY OF BOLIVAR CHUCK BROWN/417-327-5217 P.O. BOX 9 BOLIVAR, MO 65613
COMPLETED 12/22	CITY OF SPRINGFIELD OVERLAY 2022	\$3,165,864.00	CITY OF SPRINGFIELD MORGAN BLANKENSHIP/417-864-2079 morgan.blankenship@springfieldmo.gov P.O. BOX 8368 SPRINGFIELD, MO 65801
COMPLETED 12/22	GREENE COUNTY OVERLAY 2022	\$2,041,465.67	GREENE COUNTY HWY DEPT. ADAM HUMPHREY/417-829-6505 2065 N. CLIFTON SPRINGFIELD, MO 65803
COMPLETED 12/22	CITY OF NEVADA STREETS 2022	\$422,782.72	CITY OF NEVADA TIM WIGGANS/417-684-7167 TWIGGANS@NEVADAMO.GOV 110 SOUTH ASH ST. NEVADA, MO 64772
COMPLETED 12/22	CITY OF STOCKTON STREETS 2022	\$354,165.00	CITY OF STOCKTON RAYMOND/417-955-1432 1424 SOUTH ST. STOCKTON, MO 65785
COMPLETED 12/22	WEBSTER COUNTY OVERLAY 2022	\$1,428,954.25	WEBSTER COUNTY HWY DEPT. MIKE STURDEFANT/417-830-0152 MSTRUFDEFANT@WEBSTERCOUNTYMO.GOV 1106 S. WHITE OAK ST. MARSHFIELD, MO 65706
COMPLETED 12/22	NEWTON COUNTY OVERLAY 2022	\$1,094,063.96	NEWTON COUNTY COMMISSION LEE BOOYER/417-389-1478 101 S. WOOD ST., SUITE 201 NEOSHO, MO 64850
COMPLETED 12/22	POLK COUNTY OVERLAY 2022	\$930,460.80	POLK COUNTY COMMISSION DAN CRITES/417-399-7995 COMMISSIONER3@POLKCOUNTYMO.ORG 102 E. BROADWAY, ROOM #11 BOLIVAR, MO 65613
COMPLETED 7/23	FR 135 & FR 102 GREENE COUNTY	\$647,613.90	GREENE COUNTY HWY DEPT. ADAM HUMPHREY/417-829-6505 2065 N. CLIFTON SPRINGFIELD, MO 65803

AWARDED OR IN PROGRESS	VARIOUS ROUTES DOUGLAS, HOWELL, OZARK, WRIGHT COUNTIES	\$7,929,859.58	MODOT SW DISTRICT AUDIE.PULLIAM@MODOT.MO.GOV WILLOW SPRINGS, MO
AWARDED OR IN PROGRESS	VARIOUS ROUTES HENRY, BENTON, ST. CLAIR COUNTIES	\$4,427,699.46	MODOT SW DISTRICT STEVEN.REEDY@MODOT.MO.GOV 1057 E. GAINES DR. CLINTON, MO 64735
AWARDED OR IN PROGRESS	VARIOUS ROUTES DALLAS, HICKORY, POLK COUNTIES	\$4,122,757.79	MODOT SW DISTRICT DONALD.GRIPKA@MODOT.MO.GOV 2549 N. MAYFAIR SPRINGFIELD, MO 65803
AWARDED OR IN PROGRESS	VARIOUS ROUTES GREENE, LAWRENCE, DADE CHRISTIAN, BARRY COUNTIES	\$3,794,459.94	MODOT SW DISTRICT DONALD.GRIPKA@MODOT.MO.GOV 2549 N. MAYFAIR SPRINGFIELD, MO 65803
AWARDED OR IN PROGRESS	RT. 7 & 13 HENRY COUNTY	\$2,934,020.51	MODOT SW DISTRICT STEVEN.REEDY@MODOT.MO.GOV 1057 E. GAINES DR. CLINTON, MO 64735
AWARDED OR IN PROGRESS	RT. 43, LP49, TT JASPER/NEWTON COUNTIES	\$1,163,971.09	MODOT SW DISTRICT MARVIN.MORRIS@MODOT.MO.GOV 2915 DOUGHBOY DRIVE JOPLIN, MO 64804

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.

STATE OF Missouri)
)ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene,
State of Missouri, personally appeared Douglas Fronick (Name) who is
Estimating Manager (Title) of APAC-Central, Inc. (Name of company)
(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State
of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.


The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.



Signature

Name: Douglas Fronick

Subscribed and sworn to before me this 17th day of February, 2025.



Notary Public

My commission expires: 12/19/26



APAC PERFORMANCE HISTORY

NATIONAL ASPHALT PAVEMENT ASSOCIATION – NAPA

Founded in 1955, the association counts more than 1,100 companies as members.

NAPA supports an active research program designed to improve the quality of asphalt pavements and paving techniques used in the construction of roads, parking lots, airports, and recreational facilities. The association provides technical, educational, and marketing materials to its members; and offers educational opportunities.

Quality in Construction Awards (QIC) recognize excellence in asphalt paving.

<u>Year</u>	<u>Award</u>	<u>Project</u>	<u>Owner</u>
• 2005	Sheldon G. Hayes Finalist	Rt. 44 Jasper	MODOT
• 2009	Quality in Construction	Rt. 54 Cedar/St. Clair	MODOT
• 2010	Quality in Construction	Rt. 71 Bates	MODOT
• 2010	Quality in Construction	Stockton & Pomme de Terre Lake Roads	U.S. Army Corps of Engineers
• 2010	Quality in Construction	Rt. 13 St. Clair	MODOT
• 2011	Quality in Construction	Rt. 66 Jasper	MODOT
• 2012	Quality in Construction	Rt. 37 Barry	MODOT
• 2012	Sheldon G. Hayes Winner	Rt. 44 Jasper	MODOT
• 2012	Quality in Construction	Rt. 249 Jasper	MODOT
• 2012	Quality in Construction	Rt. FF & BU71 Jasper/Newton	MODOT
• 2013	Quality in Construction	Rt. 13/160 Stone/Christian/Greene	MODOT
• 2015	Quality in Construction	Rt. 49 Barton & Vernon	MODOT
• 2016	Quality in Construction	Rt. 60 Barry & Lawrence	MODOT
• 2017	Sheldon G. Hayes Finalist	Rt. 60 Wright	MODOT
• 2019	Quality in Construction	Rt. 44 Jasper	MODOT

The **Sheldon G. Hayes Award** recognizes excellence in construction of an asphalt pavement on a national level. The award, bestowed annually since 1971, recognizes the country's highest quality highway pavements.

The Sheldon G. Hayes Award winner and finalists are determined through a two-year evaluation process. All highway pavement projects using more than 50,000 tons of asphalt are eligible for consideration. Initially, the project must win a Quality in Construction (QIC) Award, which is determined by numerical scores given by an independent pavement engineer based on how well the contractor met specifications and achieved density on the finished pavement. All the pavements that meet a benchmark figure earn the QIC Award.

The year after a project wins a QIC Award, it is eligible for consideration for the Sheldon G. Hayes Award. The top-ranked projects from each year are tested for smoothness, and then visually inspected by an independent pavement consultant with many years of experience in the industry.

APAC is the only company to have won this award in Missouri.



The ***Diamond Commendation Program*** documents and recognizes the use of best practices for asphalt plant operations, terminal operations, asphalt production and paving. Earning a Diamond Commendation assures you and your partners that the company follows best practices proven to improve quality, safety, and excellence. The self-assessment process helps companies benchmark their operations against a national standard, identify areas for improvement, and earn national recognition for their commitment to quality.

APAC has currently achieved the Diamond Terminal, Asphalt plant and Paving Crew Commendations.

- 2018-2024 Diamond Terminal Commendation Daystar Asphalt Terminal
- 2000-2024 Diamond Achievement Commendation Willard Asphalt Plant
- 2018-2024 Diamond Paving Commendation APAC Paving Crews



Diamond
Achievement
Commendation



Diamond Paving
Commendation



Diamond
Terminal
Commendation

MISSOURI ASPHALT PAVEMENT ASSOCIATION – MAPA

Founded in 1990, this Association has grown to serve asphalt producers and non-producers, oil suppliers, contractors, and parties with a commitment to the quality production of asphalt. With over 100 members, MAPA affords a strong network of asphalt contractors. MAPA is committed to continually promoting and growing the asphalt network throughout the state of Missouri.

Awards are given to winners and runners-up of outstanding projects in a total of nine categories. Project contractors, owners, and engineers receive recognition for the effort required to produce such high-quality work.

All projects submitted to the Paving Awards program must have been completed in the previous 12 months, except for endurance performance. Submissions are be judged on the following criteria: smoothness, longitudinal joints, segregation, degree of difficulty, innovative practices, uniqueness of the project, and overall quality.

APAC MAPA QUALITY PAVING AWARDS:

Project J7P061B & J7P0492 Rte. 71 McDonald County
Springfield-Branson National Airport
Rte. 249 Jasper County
Rte. 54 Cedar and St. Clair Counties
Rte. 71 Bates County
Springfield R-12 Schools Glendale High School Lot Greene County
John Deere Core Consolidation Facility Greene County
I-44 and Route 166 Newton County
Hillcrest High School parking lot
For Enduring Performance, I-44 Greene County
Sheppard of the Hills, Main Street, Branson Landing, and Boat launch City of Branson
Rte. 171 Jasper County
Rte. 44 Jasper County
125 Greene County
City Streets of Nevada
13, 32, 83 Polk and St. Clair Counties
Route D and Business 65 Greene County
Interstate 49 Vernon and Bates Counties
City Streets City of Marionville
Rte. 60 Outer Roads Newton County



Picture of many of the quality awards listed previously.

MoDOT:

APAC's largest customer by volume has historically been MoDOT. Though the years APAC has earned most of the potential quality and smoothness bonuses that are available on the work it performs for MoDOT. In addition, on every MoDOT project, general contractors are given Performance Ratings in various classifications of work for multiple aspects of construction. These in turn are summed up and totals are ranked among all contractors at the end of the year.

The highest achiever in each category is recognized along with the overall top rating performance.

APAC is proud to have won the **"Achievement of Top Ratings for Overall Performance"** on this rating system for Heavy Volume Contractors in the years **2011, 2017, 2021, 2022, 2023 and 2024.**



SAFETY:

We are a family of families where safety is a shared uncompromised value. Our commitment to put safety first is paired with an unmatched desire for everyone to return home healthy and whole at the end of each day. We recognize that safety performance in our industry could mean the difference between life and death. Therefore, as an organization we look for opportunities to continuously improve, learn from and leverage better and safer ways to work in our relentless pursuit to eliminate serious harm. CRH expects 100% compliance, 100% of the time, from all employees and contractors. This includes adherence to all operational standards and environmental regulatory requirements across our companies. Compliance is the foundation from which our best practices are built, however, it is this best practice approach that takes us beyond compliance. Our safety pledge – “When I SEE something, I will STOP and DO something” – supports the belief “those closest to the risk should have the most to say about it”.

We have identified three core safety principles to drive world-class safety performance. At a minimum, every AMAT company safety program shall include these core safety principles in the safety best practice approach.

- **Eliminate Serious Harm:** We must have a dedicated focus on safety critical tasks and work to provide an environment that makes it safe to fail by incorporating defenses into our systems and processes.
- **Become a learning organization:** To become a safer organization through building trust, being fair and just, engaging all employees, and creating greater capacity to succeed utilizing systems that are more error tolerant and allow employees to fail safely.
- **Cultivate an employee driven safety culture:** To create a workplace where employees actively participate and feel ownership in the safety program.

Safety is a priority for APAC Southern Missouri. The following awards speak to the culture of safety that is exemplified by our local company and global corporation.

AGC 0 LOST WORKDAYS AWARDS – 2019, 2020, 2021, 2022

CRH (Corporate) SAFETY EXCELLENCE AWARD – 2020 ,2021,2022 (for 0 lost time)

2017 OLD CASTLE MATERIALS EAGLE –APAC CENTRAL– 18 MILLION MANHOURS 0 LOST TIME

2022 CRH EAGLE – APAC SOUTHERN MISSOURI – 1 MILLION MANHOURS 0 LOST TIME



Key Personnel & Experience in Construction available for this project

	DRIVER TRAINING	OSHA 10	*AGCMO Work Zone Sprvisr / FLAGGER / WORK ZONE
David Foreman (Estimator/Project Manager) – 46 years BA Biology, BS Geological Engineering	X	X	WZ
Doug Fronick (Estimating Manager) – 26 years BS Construction Management	X	X	AS/WZ
Michael J. Eshleman (VP/Branch Manager) – 45 years	X	X	WZ
Kayla Robertson (Trucking Coordinator) – 9 years	X	X	
Greg Hayden (Paving Superintendent) - 41 years	X	X	AS/F/WZ
Rusty Wilson (General Superintendent) – 24 years	X	X	AS/F/WZ
Steve Villines (QA/QC Manager) – 39 years MoDOT Certified for testing laboratory	X	X	WZ
Manny Reyes-Reveles (QC Tech) – 21 years MoDOT Certified for testing laboratory, AD Civil Engineering	X	X	WZ
Joel Robbins (QC Tech) – 19 years MoDOT Certified for testing laboratory	X	X	WZ
Mark McCarty (QC Tech) – 34 years MoDOT Certified for testing laboratory	X	X	WZ
Kevin Farmer (EHS Representative) – 22 years Multiple Safety & Trainer Certifications	X	X	AS/F/WZ

Key Field Personnel & Experience with APAC available for this project:

Bill Mendes (Shop Superintendent) – 20 years	X	X	
Bruce Steel (Asphalt Plant Operator) – 32 years	X	X	
Chad Coulter (Asphalt Plant) – 24 years	X	X	
George Blackburn (Paving Superintendent) – 25 years	X	X	AS/F/WZ
Nick Frazier (Paving Foreman) – 12 years	X	X	AS/F/WZ
Steve Hill (Paving Foreman) – 40 years	X	X	AS/F/WZ
Danny Shappler (Paver Operator) – 24 years	X	X	WZ
Shawn King (Paver Operator) – 25 years	X	X	WZ
Anthony Fox (Screed Operator) – 7 years	X	X	F/WZ
Jackie Glenn (Roller Operator) – 17 years	X	X	WZ
Austin Ryker (Teamster) – 6 years	X	X	F/WZ
Travis Painter (Roller Operator) – 19 years	X	X	F/WZ
Doug Artz (Roller Operator) – 312 years	X	X	WZ
Alexey Vail (Milling Foreman) – 3 years	X	X	AS/F/WZ



P.O. Box 1187
Springfield, MO 65801
Tel: (417) 868-6700
Fax: (417) 868-6785
www.apacentralinc.com

Shelby Dickenson (Mill Operator) – 8 years	X	X
Chance Mitchell (Mill Various) – 7 years	X	X

AGC MO WORK ZONE SUPERVISOR:

Certifies that the holder has attended and completed the following courses:

- MUTCD & ANSI Fundamental Principles
- Work Zone Standards
- Temporary Traffic Control Zone
- Traffic Capacity
- Special Considerations
- Nighttime Work Zones
- Work Zone Speed Limits
- Inspections
- Proper Flagging
- Work Zone Operations
- Highway types
- Positive Guidance
- Quality Requirements
- Safe Driving/Work Environment
- TTCP & ITCP
- MoDOT's EPG

APAC-Central, Inc.: A Solid Reputation Built upon Strong Values



Our History

APAC-Central, Inc., Southern Missouri has had its share of names and owners through the years, but our dedication to quality and performance has always remained the same.

It all began when Herb Masters and “Jack” Jackson founded Masters Jackson Paving in 1952. They ran a construction and asphalt paving company in the Springfield area, and in 1958 they opened the Greystone Quarry northwest of Springfield, where they installed one of the area’s first permanent asphalt plants



In 1976, a majority of Masters Jackson’s construction business was acquired by Jack Bridges, while the quarry operation was sold to Conco Companies. In 1961, Conco opened a quarry adjacent to the Greystone Quarry, thereby consolidating the two operations into one. Masters Jackson’s presence continued at the site with a Barber Greene batch plant. In the 1980s, they were engaged in earthwork, bridgework, asphalt paving, and utilities.

In April of 1990, Jack Bridges sold most of the bridge equipment and asphalt construction company to Columbia-based managing partner Bill Eckhoff and auctioned off the remainder of the equipment. They immediately installed a new state-of-the-art Astec asphalt plant facility in Conco Quarry, replacing the old Barber Greene plant. During the 1990s, Masters Jackson expanded its reach with added portable plants into the southern half of Missouri, including the Kansas City area, and into Oklahoma. During this period, Masters Jackson serviced markets in the areas of Springfield, Joplin, Branson and, later, Lake of the Ozarks.

In 1998, Masters Jackson, along with other Eckhoff interests including Richardson Bass, Central Bridge, and the Daystar asphalt terminal, were acquired by the Ashland Corporation subsidiary APAC, then the largest asphalt producer in the United States with lineage going back to Warren Brothers, who held the first patent for asphalt “Bitulithic” in the 1900s. They built the first modern asphalt facility in Cambridge, MA. APAC maintained extensive operations in 14 midwestern and southern states.

In 2003, APAC Masters Jackson and APAC Central Missouri combined to form APAC-Missouri Inc., headquartered in Columbia.

In 2006, Ashland diversified out of the coal and construction lines of business to focus on chemicals and sold the APAC assets to Oldcastle Materials Group, the North American arm of CRH plc, a leading global diversified building materials group headquartered in Ireland. Oldcastle Materials is North America’s leading vertically-integrated supplier of asphalt, aggregates, cement, ready-mix concrete, and paving and construction services.

The company currently employs 28,300 people across 1,605 operating locations in 46 US states and 6 Canadian provinces.

In 2016, APAC realigned and divested some of its assets in Missouri. The Southern Missouri office joined APAC-Central, Inc. APAC-Central is heavily vertically integrated in aggregates, sand and gravel, ready mix, asphalt, and construction. APAC-Central manages the regional markets in Northwest and Fort Smith, Arkansas, Northeast Oklahoma, and Southern Missouri.

In 2018, Oldcastle Materials adopted the CRH brand, officially becoming CRH Americas Materials.



APAC-Central's asphalt plant in Willard, MO.

Our People

The Springfield Office currently operates two permanent and one portable asphalt plant in Southwestern Missouri, with approximately 140 employees who know how to get it done. At our facilities, you'll commonly hear phrases like "Plan your work and work your plan," "Work smart, not hard," "Safety first," and "When I see something, I will stop and do something." This is a reflection of our dedication to performing quality work while maintaining our focus on safety above all.

There is no acceptable goal for safety other than zero fatalities and zero incidents. Ingrained in our culture, safety is our number-one value, and it is taken seriously by every employee, from the CEO to the front line. We attribute our excellent local safety record to the dedication of our skilled workforce and our focus on leadership at all levels. With an emphasis on risk assessment and an employee-driven safety culture, we truly 'walk the talk' when it comes to the safety of our employees, the public, surrounding communities, and visitors to our work and production sites.

Reflecting on our long history, change has always been a constant throughout the years, and it's something we've learned to manage well in the business of construction. Change in weather, specifications, material prices, technology, and many other aspects of our work are constant challenges that we face, but we've learned to expect change and roll with it.

Community Involvement

We are active in local and national industry organizations as well as community organizations that benefit Springfield and the surrounding area (Springfield Contractors Association, Springfield Chamber of Commerce, Associated General Contractors, National Asphalt Pavement Association, National Stone, Sand and Gravel Association) as well as give back and volunteer to worthwhile causes such as Convoy of Hope, Crosslines, Care to Learn, school programs, Local Trails and various disaster relief efforts.

Our Work

Today APAC-Central, Inc. Southern Missouri operations service the Springfield and Joplin metro areas with permanent asphalt plants and portable asphalt plants that reach out further. We operate an asphalt terminal in Springfield that supplies our asphalt plants and sells cutbacks throughout the region. Construction operations mainly focus on asphalt paving, but we also perform light grading, base rock, and concrete flatwork. Project types consist of asphalt overlays, highway widenings, intersection improvements, parking lots, subdivision developments and airports.

Quality and integrity are non-negotiable expectations for all employees. Throughout the years we have received multiple statewide and national awards for our projects. The National Asphalt Pavement Association (NAPA) has awarded our location 14 Quality in Construction Awards for projects since 2004. The Rt. 44 Jasper project in 2013 received the Sheldon G. Hayes from NAPA. This award is the highest asphalt paving award in the United States for projects over 50,000 tons of asphalt. We were a previous runner up for this award in 2004 and 2018.



Examples of APAC-Central's projects in various parts of Missouri

Former AGC of Missouri Past-Presidents and Chairmen

Past-President:

1954 - H. W. Masters, Masters-Jackson Paving Company

1974 - James T. Masters, Masters-Jackson Paving Company

1991 - William "Bill" Eckhoff, Central Bridge Company

Chairman:

2013 - David Guillaume, APAC-Missouri & Kansas City Division.

2021-22- Doug Fronick, APAC Central Vice Chairman

2023 – Doug Fronick, APAC Central Chairman – Board of Trustees

We take great pride in our employees and our work, and we look forward to continuing to help build our community.

Look us up!

APAC-Central, Inc. www.apacsomo.com [CRH Americas Materials](#)



2025-2 Addendum 2

Blevins Asphalt Const. Co., Inc

Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states "MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)" Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14' wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Blevins Asphalt Const. Co., Inc Information

Contact: Scott Crabtree
Address: PO Box 230
Mt. Vernon, MO 65712
Phone: (417) 466-3758
Fax: (417) 466-7914
Email: scrabtree@blevinsasphalt.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Scott Crabtree
Signature

scrabtree@blevinsasphalt.com
Email

Submitted at 2/25/2025 08:20:08 AM (CT)

Requested Attachments

HAUL RATE SHEET

Haul Rate Sheet 2025.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: </div> If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

DECLARATION PAGE Rev. 1.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

Firm Qualifications.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-Verify Affidavit of Compliance for Christian County form (1).pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Anti-Discrimination Against Israel Act Form (1).pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Bid Attributes

1 Christian County Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.

Done

2 No Deviations or Exceptions

I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications.
SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB.

Agree - No Deviations

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

None

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

None

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

Agree

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements
This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.
Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.
Recognized Annual Wage Order (AWO) 31, Effective March 8, 2024.
Copies of the referenced AWO are available at the Missouri Department of Labor's website:
[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

13 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

14 Insurance Requirements
Insurance Requirements are attached under the ATTACHMENTS Tab.

1 5 Transient Employer Law - Required after award is made, if applicable

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

1 6 Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

Blevins Asphalt has seen addendum one and two Blevins Asphalt Construction has been doing business for 76 years and has done work all over Southwest Missouri. Christian County for many years, Placing Asphalt and Chip and Seal Contact Brent Young 417-840-7906 Stone County for many years, placing Asphalt and Chip and Seal Contact Mike Keathley 417-2240-6218 MoDot Springfield Office we have done many projects for MoDot with Paving and Seal Coat Contact Brad Gripka 417-834-6976 Blevins Asphalt started in 1949 with no name changes, and has done many projects in the Ozarks from Driveways to major roads like I-44, along with that we have worked with many different cities and counties in SW Missouri doing Asphalt overlays to Chip Seal projects. We have been doing Christian County's paving and Chip Seal for the last couple of years.

3 1	COLD MIX PLANT LOCATION Provide the Cold Mix Plant Location below. If this does not apply to your bid then write N/A. <input style="width: 100%; border: none;" type="text" value="SW Springfield 5650 West Highway 60 Brookline, Mo. 65619 Next to Buddy Auto"/>
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3 2	HAUL RATE SHEETS *SEE INFO IN NOTE AREA Attach the Haul Rate Sheet(s) here. Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages. Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable. <input style="width: 100%; border: none;" type="text" value="Attached in response page"/>
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3 3	RENEWALS <p style="text-align: center;">OPTIONAL RENEWALS:</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p> <p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.</p> <p style="text-align: center;">Note: The renewal dates below are anticipated dates.</p> <input style="width: 100%; border: none;" type="text" value="Yes"/>
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3 4	RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%. <input style="width: 100%; border: none;" type="text" value="5%"/>
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3 5	RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%. <input style="width: 100%; border: none;" type="text" value="5%"/>
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3 6	THREE REFERENCES REQUIRED Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.
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3 7	<p>REFERENCE #1</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>MoDot Brad Gripka 2459 North Mayfair Springfield, Mo. 65803 417-895-6720 donald.gripka@modot.mo.gov</p>
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3 8	<p>REFERENCE #2</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>City of Nixa Jeff Roussell 1111 Kathryn Street Nixa, Mo. 65714 417-725-2353 jroussell@nixa.com</p>
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3 9	<p>REFERENCE #3</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>Stone County Mike Keathley Galena, Mo. 417-224-6218</p>
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4 0	<p>Cooperative Procurement</p> <p>The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.</p> <p>Note: Indicating no will not affect the evaluation of your bid.</p> <p>Yes <input type="checkbox"/></p>
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Bid Lines

1	<p><u>HOT MIX ASPHALT</u></p> <p>Attach Haul Rate Sheet Under Response Attachment Tab #1</p> <p>-</p>
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2 FURNISH & INSTALL (LAID)
BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
 Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.

3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
 Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

4 FURNISH & INSTALL (LAID)
SUPERPAVE

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
 Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
 Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6	F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED
Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$61.00"/> Total: <input type="text" value="\$61.00"/>
Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid	

7	MILLING OF HEADERS
Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$575.00"/> Total: <input type="text" value="\$575.00"/>
Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.	

8	MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)
Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$5.50"/> Total: <input type="text" value="\$5.50"/>
Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT. Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.	

9	EDGE WIDENING (6" DEPTH, 12" WIDTH)
Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$28.00"/> Total: <input type="text" value="\$28.00"/>
Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE. THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.	

10	PAVEMENT CORES
Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$200.00"/> Total: <input type="text" value="\$200.00"/>
Item Notes:	

1 1	STRIPING 6" DOUBLE YELLOW CENTERLINE.
Quantity: <u> 1 </u> UOM: <u> LF </u>	Price: <input type="text" value="\$4.00"/> Total: <input type="text" value="\$4.00"/>
Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.	

1 2	STRIPING 6" WHITE EDGE LINE.
Quantity: <u> 1 </u> UOM: <u> LF </u>	Price: <input type="text" value="\$2.00"/> Total: <input type="text" value="\$2.00"/>
Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.	

1 3	STRIPING, MISC. ITEMS
Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: <input type="text" value="\$75.00"/> Total: <input type="text" value="\$75.00"/>
Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.	
THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.	

1 4	COLD MIX ASPHALT <u>Note: Enter Cold Mix Plant Location under Attributes Tab #31</u>
-	

1 5	F.O.B. COLD MIX
MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number	
Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$90.00"/> Total: <input type="text" value="\$90.00"/>
Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.	

16 **CHIP & SEAL**
REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES
NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS
COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.
COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO

17 SINGLE COAT, MC3000 - COMMON I PRICING
Quantity: 1 UOM: SY Price: Total:

18 SINGLE COAT, MC3000 - COMMON II PRICING
Quantity: 1 UOM: SY Price: Total:

19 SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING
Quantity: 1 UOM: SY Price: Total:

20 SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING
Quantity: 1 UOM: SY Price: Total:

21 DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING
Quantity: 1 UOM: SY Price: Total:

22 DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING
Quantity: 1 UOM: SY Price: Total:

23 DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING
Quantity: 1 UOM: SY Price: Total:

24 DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING
Quantity: 1 UOM: SY Price: Total:

25 ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.
Quantity: 1 UOM: SY Price: Total:
Item Notes: INCLUDES PRIME

2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$0.20"/> Total: <input type="text" value="\$0.20"/> Item Notes: INCLUDES PRIME
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2 7	<u>CRACK SEALING</u>
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2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE). Quantity: <u> 1 </u> UOM: <u> GAL </u> Price: <input type="text" value="\$12.00"/> Total: <input type="text" value="\$12.00"/> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.
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2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE) Quantity: <u> 1 </u> UOM: <u> POUND </u> Price: <input type="text" value="\$3.00"/> Total: <input type="text" value="\$3.00"/> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.
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3 0	ROCK/AGGREGATE SUPPLY
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Item Notes: Please review Bid Specifications & Item Notes

3 1	BASE 1/4" Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid
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3 2	BASE 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid
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3 3	BASE 1" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid
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3 4	BASE 1" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid
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3 5	BASE 1 - 1/2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid
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3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid
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37	BASE 2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
38	BASE 2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
39	BASE 0-6" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
40	BASE 0-6" DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
41	BASE TYPE 1 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
42	BASE TYPE 5 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
43	BELT/WASTE CRUSHER SCREENINGS Quantity: <u> 1 </u> UOM: <u> LOAD </u>	No Bid
44	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
45	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
46	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
47	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
48	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
49	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid


50	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
51	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
52	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
53	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
54	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
55	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
56	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
57	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
58	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
59	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
60	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

Response Total: \$1,359.46

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name Blevins Asphalt Construction Co., Inc	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. 10562729 Blevins Asphalt Construction Co., Inc.
Mailing Address PO Box 230	IRS Form 1099 Mailing Address PO Box 230
City, State, Zip Code Mt. Vernon, Mo. 65712	City, State, Zip Code Mt. Vernon, Mo. 65712

Contact Person Scott Crabtree	Email Address: scrabtree@blevinsasphalt.com
Phone Number 417-466-3758	Fax Number: 417-466-3758
Authorized Signature 	Date 2/25/25



Firm Qualifications

Blevins Asphalt has been in business since 1949 and has been doing asphalt paving and chip and seal that entire time that they have been in business. Blevins Asphalt has been a family, owned company the entire time it have been in business also with the company being passed down from one relative to the next, keeping all the money that is made by Blevins Asphalt in the Southwest Missouri area.

Blevins Asphalt is more qualified to complete the work that the county has on this contract. We have Foreman that have over 40 years of experience in the field of paving and chip seal work. Blevins Asphalt also owns the right equipment to complete these jobs with pavers, rollers, brooms, dump trucks, chip spreaders and distributors and Blevins also owns its own asphalt plant on the SW side of Springfield. Blevins Asphalt will pave around 400,000 tons of asphalt this year and chip and seal around 400 miles.

Blevins Job history has many different jobs, we do about \$40,000,000.00 to \$50,000,000.00 worth of work a year and here are a few of the jobs that we have to do this year:

1. MoDot Rt. 160 Barton County Asphalt Overlay \$8,360,162.00 and Karen Lane is in charge of that job. She is a MoDot Asst. RE in the Joplin office 417-834-6831
2. MoDot Rt. LP44 (Chestnut Expressway) Greene County Concrete and Asphalt Overlay \$9,389,460.00 and Brad Gripka is the area RE for the Springfield office 417-834-6976
3. MoDot SW Seal Coat this is a chip seal program for MoDot \$1,895,350.00 and Jason Evenden From the Branson Office is in charge of this one 417-408-4650.

Blevins Asphalt also does work with lots of cities and counties in SW Missouri like Christian, Jasper, Lawrence, Stone, and Cities of Nixa, Springfield, Joplin, Republic, and Branson to name a few. Blevins Asphalt has also chip sealed for all of those counties along with many more.

Scott Crabtree is the project manager of these projects and has 31 years of experience in the asphalt field along with chip seal. His email is scrabtree@blevinsasphalt.com and phone number of 417-461-4559.

Blevins Asphalt Construction Co., Inc. ❖ P.O. Box 230 ❖ Mt. Vernon, MO 65712
Phone: (417) 466-3758 ❖ Fax (417) 466-7914
www.blevinsasphalt.com



Blevins Asphalt has been doing business with Christian County of a number of years most recent 2024 with asphalt paving and chip seal application. Blevins has worked with the county for many years. Just looking back I can see things done all the way back to 2012,2013,2014,2016,2019,2020,2021,2022,2023, and 2024. We have built up a good working relationship with the county foreman and workers and we feel that they trust Blevins Asphalt is going to give them a good job.

Reference list will be on a different page.

Since 1949



Blevins Asphalt

Construction Co., Inc.

Incorporated for 76 years

Reference List:

City of Webb City:	Rick Roth	417-529-6349
MoDot:	Brad Gripka	417-834-6976
City of Carthage:	Tim Hill	417-388-0848
Stone County:	Mike Keathley	417-224-6218
Jasper County:	Bob Burris	417-674-1699
Christian County	Brent Young	417-840-7906
City Of Nixa	Jeff Roussell	417-893-9438

QUALIFYING VENDOR PARTNER QUESTIONNAIRE

1. Company Name: Blevins Asphalt Const. Co., Inc,
2. City and State licensed were applicable: Mt. Vernon, Missouri
3. Years in business: 76
4. Types and Concepts built in the last five years: Heavy Highway and Parking lots
5. Current projects: 50,000,000.00 in projects
6. How many employees currently 100 direct employed or subcontracted out _____
7. Liability and workman's comp insurance: yes
8. Company EMR Rating: 1.05
9. OSHA Citations in the past year: N
 - a. If Yes how many?
10. Does your company offer training for operating equipment / fall protection / OSHA 10?
Yes
11. Name of Bonding Agent Compan Bonding & insurance

12. Owned equipment: paver, brooms, rollers, blades. All of our equipment is owned by us
13. Estimated time/employees allowed for scope of work: 20 Days

14. Estimated Work week (i.e.: 4 10's, Saturdays, etc.) 5-10's

15. Able to meet scheduled start date and duration: yes

16. References: MODOT, City of Branson, City of Joplin, everyone in SW Missouri

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Blevins Asphalt Construction Co., Inc.
PO Box 230
Mount Vernon, MO 65712

SURETY:

(Name, legal status and principal place
of business)
Hartford Fire Insurance Company
One Hartford Plaza
Hartford, CT 06155

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)
Christian County Commission
100 West Church Street Room 100
Ozark, MO 65721

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

PROJECT:

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

County Wide Road Resurfacing

Project Number, if any:

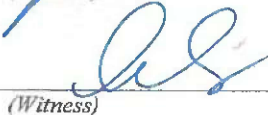
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.

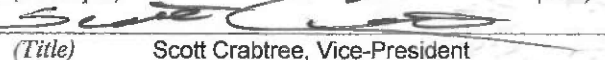
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement 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 20th day of February, 2025


(Witness)


(Witness)

Blevins Asphalt Construction Co., Inc.
(Principal) (Seal)


(Title) Scott Crabtree, Vice-President

Hartford Fire Insurance Company

(Surety) (Seal)


(Title) Nicole M Johnson, Attorney-In-Fact

Init.

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POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: 888-266-3488 or fax: 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC
Agency Code: 37-284958

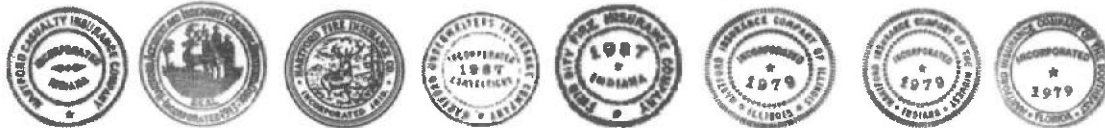
- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

} ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of February 20th, 2025.

Signed and sealed in Lake Mary, Florida.



Keith D. Dozois

Keith D. Dozois, Assistant Vice President

Jason
Blomberg

Digitally signed by
Jason Blomberg
Date: 2023.03.15
09:11:48 -0500'

MISSOURI DEPARTMENT OF TRANSPORTATION - DIVISION OF MATERIALS
ASPHALTIC CONCRETE TYPE SP950CLD

DATE = 03/15/23 CONTRACTOR = BLENNS ASPHALT

IDENT NO	PRODUCT CODE	PRODUCER LOCATION	BULK APPAR	SP GR	SP GR	%ABS	FORMATION	EDGES	% CHERT
23SWASW022	100206 LD2	/Conco Quarries, Wlad, MO		2.591	2.678	1.2	Burlington	1E-1BE & 1W-1CW	3.0
23SWASW023	100204 LD2	/Conco Quarries, Wlad, MO		2.607	2.707	1.4	Burlington	1E-1BE & 1W-1CW	
23SWASW002	100204 LD1	/Conco Rocker (Ash Grove), Marshfield MO		2.670	2.799	1.7	Jefferson City - Colver	1.3	2.0
23SWASW021	100205 MSLD	/Conco Quarries, Wlad, MO		2.614	2.713		Burlington	1E-1BE & 1W-1CW	
23SWASW006	1002 0401	/Blenns Asphalt Construction, Mt Vernon, MO		2.656	2.656		RAP	5.0 % AC	

23SLC0315 1015ACPG_R122H 1 Phillip 88 (Conoco) (Ash Grove, St. Louis, MO) 1027 PGH-22H Gyo Mod Temp 283.283-F

INCLUDE GRADE = PGH-22H CONTRACT GRADE = PGH-22

IDENT #	23SWASW022	23SWASW023	23SWASW002	23SWASW021	23SWASW006	COMB
1 1/2"	100.0	100.0	100.0	100.0	100.0	100.0
1"	100.0	100.0	100.0	100.0	100.0	100.0
3/4"	100.0	100.0	100.0	100.0	100.0	100.0
1/2"	100.0	100.0	100.0	100.0	100.0	100.0
3/8"	89.0	100.0	100.0	100.0	100.0	100.0
#4	69.0	44.0	86.0	100.0	99.0	88.7
#6	36.0	14.0	26.0	100.0	91.0	87.5
#10	30.0	13.0	9.0	60.0	71.0	58.7
#20	24.0	10.0	6.0	27.0	62.0	40.2
#50	18.0	5.0	3.0	12.0	51.0	30.8
#100	17.0	3.0	2.0	6.0	35.0	21.5
#200	15.0	2.6	1.7	3.6	18.0	14.7
LABORATORY	Grav = 2.435	Grav = 2.338	Grav = 2.636	Grav = 2.700	Grav = 2.795	Grav = 2.811
CHARACTERISTICS	Grav = 2.338	Grav = 2.636	Grav = 2.700	Grav = 2.795	Grav = 2.811	Grav = 2.811
ASPH-10 1312	Grav = 2.636	Grav = 2.700	Grav = 2.795	Grav = 2.811	Grav = 2.811	Grav = 2.811
CALIBRATION NUMBER	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
MASTER GAUGE SER. NO =	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX	XXXXXX
Aggregates & Voids: Proportions Based on Contributions Mix Design						

MANUAL SAND RAP
% Voids = 4.0
V.M.A. = 18.1
% Filled = 75
TSR = 92
TSR WL = 3795
Notes = 80
MIX COMPOSITION
MIN. ACCL. 94.6%
ASPHALT CONTENT 4.0%
ASPHALT CONTENT W/ RAP 5.4%

Scott Crabtree

From: Christian County Missouri <christiancountymo@customer.ionwave.net>
Sent: Friday, February 14, 2025 3:01 PM
To: Scott Crabtree
Subject: Christian County Purchasing Bid Addendum Notification: 2025-2 Addendum 1 (COUNTYWIDE ROAD RESURFACING & AGGREGATES)

Dear Supplier,

An addendum has been issued on the following opportunity. Due to the changes, the buyer has chosen to unsubmit all existing supplier responses. If you wish to respond, You MUST login and resubmit your response.

Addendum Reason:

It is your responsibility to determine if the changes made necessitate adjustments to your response. To view the list of changes, access the opportunity and click on 'Bid History'.

Bid Opportunity Information

Original Bid Number: 2025-2

New Bid Number: 2025-2 Addendum 1

Bid Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES

Issue Date: 2/6/2025 11:50:21 AM (CT)

Close Date: 2/25/2025 09:00:00 AM (CT)

Question Cut Off Date: 2/18/2025 09:00:00 AM (CT)

Bid Notes

ADDENDUM ONE

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:

Blackberry Ln – Sparta

Cardinal, Flora, Emma – Chadwick (within the main town area)

Old Riverdale – Nixa

Honeysuckle – Clever

I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:

Single Coat Chip & Seal: +/- 108,000 SY

Double Coat Chip & Seal: +/- 47,500 SY

Asphalt: +/- 12,400 Tons

Widening: +/- 900 SY

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB.**

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal.

The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m. Register as a vendor at: <https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract**.

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in

Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Bid Contact Information

Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

202 West Elm Street

Ozark, MO 65721 USA

1 (417) 582-4309

purchasing@christiancountymo.gov

[Click Here to View Opportunity](#)

Unsubscribe 

BUYERBIDISSUEADDENDUMUNSUBMITTED - 2/14/2025 03:00 PM (CT)

Scott Crabtree

From: Christian County Missouri <christiancountymo@customer.ionwave.net>
Sent: Friday, February 14, 2025 3:48 PM
To: Scott Crabtree
Subject: Christian County Purchasing Bid Addendum Notification: 2025-2 Addendum 2 (COUNTYWIDE ROAD RESURFACING & AGGREGATES)

Dear Supplier,

An addendum has been issued on the following opportunity. Due to the changes, the buyer has chosen to unsubmit all existing supplier responses. If you wish to respond, You MUST login and resubmit your response.

Addendum Reason:

It is your responsibility to determine if the changes made necessitate adjustments to your response. To view the list of changes, access the opportunity and click on 'Bid History'.

Bid Opportunity Information

Original Bid Number: 2025-2 Addendum 1

New Bid Number: 2025-2 Addendum 2

Bid Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES

Issue Date: 2/6/2025 11:50:21 AM (CT)

Close Date: 2/25/2025 09:00:00 AM (CT)

Question Cut Off Date: 2/18/2025 09:00:00 AM (CT)

Bid Notes

ADDENDUM TWO

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states "MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)" Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14' wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

ADDENDUM ONE

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:

Blackberry Ln – Sparta

Cardinal, Flora, Emma – Chadwick (within the main town area)

Old Riverdale – Nixa

Honeysuckle – Clever

I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:

Single Coat Chip & Seal: +/- 108,000 SY

Double Coat Chip & Seal: +/- 47,500 SY

Asphalt: +/- 12,400 Tons

Widening: +/- 900 SY

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal.

The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m. Register as a vendor at: <https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

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Note: *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.

QUOTES:

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The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

Indemnity Agreement: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services),

of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Christian from its own negligence.

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Bid Contact Information

Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB
202 West Elm Street
Ozark, MO 65721 USA
1 (417) 582-4309
purchasing@christiancountymo.gov

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BUYERBIDISSUEADDENDUMUNSUBMITTED - 2/14/2025 03:47 PM (CT)

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.

STATE OF Missouri)
)ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of Greene,

State of Missouri, personally appeared Scott Crabtree (Name) who is
VP (Title) of Blevins Asphalt (Name of company)

(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State
of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.

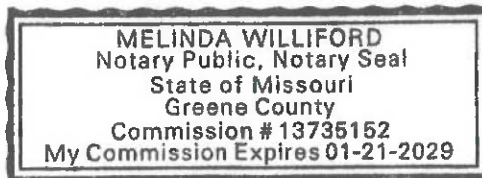

Signature

Name: Scott Crabtree

Subscribed and sworn to before me this 20 day of February, 2025.

Melinda Williford
Notary Public

My commission expires:



CHRISTIAN COUNTY MISSOURI

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
) ss.
COUNTY OF Greene)

Before me, the undersigned Notary Public, in and for the County of

Greene,

State of Missouri, personally appeared Scott Crabtree (Name)
who is VP (Title) of Blevins Asphalt
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.



Signature

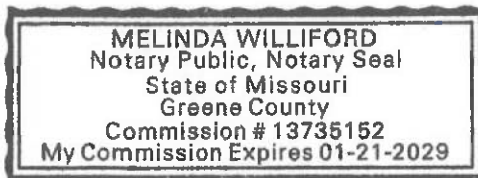
Name: Scott Crabtree

Subscribed and sworn to before me this 20 day of February, 2025



Notary Public

My commission expires: January 21, 2029





Company ID Number: 197724



THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Blevins Asphalt Construction Company, Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following 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:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

- a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- a. 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.

- b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete 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 mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. 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.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a 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 anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

- a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer 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) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be 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.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. 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 mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, 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



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming 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 mismatch 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 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. 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 immigration-related unfair 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).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as 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.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information 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)). 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.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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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 prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it 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 participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, 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). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. 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 verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin 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.



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b. 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 begin 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 three 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 three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. 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 under 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. Employers in this category must begin 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.

d. 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 verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not 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 based on this Article.

3. 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.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify 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).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. 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 with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important 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 mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. 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.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, 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 INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides 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.

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 notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight 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.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. 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.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. 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 E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 197724



B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time 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 E-Verify procedures and/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 the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. 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 cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, 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.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. 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 necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. 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.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. 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.



Company ID Number: 197724

E. The Employer understands that 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).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

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

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 197724

Approved by:

Employer Blevins Asphalt Construction Company, Inc.	
Name (Please Type or Print) Rick Bekemeier	Title
Signature Electronically Signed	Date 03/13/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/13/2009



Company ID Number: 197724

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Blevins Asphalt Construction Company, Inc.
Company Facility Address	11837 Lawrence 1163 Mount Vernon, MO 65712
Company Alternate Address	PO BOX 230 Mount Vernon, MO 65712
County or Parish	LAWRENCE
Employer Identification Number	430964288
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 197724



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

MO 1



Company ID Number: 197724

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Angel Shaw
Phone Number	417.466.3758
Fax	417.466.7914
Email	ashaw@blevinsasphalt.com



Company ID Number: 197724



This list represents the first 20 Program Administrators listed for this company.

Est. 1949



Asphalt Haul Rates 2025

Miles	
1	\$ 4.09
2	\$ 4.42
3	\$ 4.74
4	\$ 5.07
5	\$ 5.39
6	\$ 5.72
7	\$ 6.04
8	\$ 6.38
9	\$ 6.70
10	\$ 7.03
11	\$ 7.18
12	\$ 7.35
13	\$ 7.51
14	\$ 7.68
15	\$ 7.83
16	\$ 8.00
17	\$ 8.21
18	\$ 8.56
19	\$ 8.86
20	\$ 9.21
21	\$ 9.55
22	\$ 9.90
23	\$ 10.26
24	\$ 10.59
25	\$ 10.94
26	\$ 11.24
27	\$ 11.61
28	\$ 11.95
29	\$ 12.28
30	\$ 12.64
31	\$ 12.99
32	\$ 13.32
33	\$ 13.68
34	\$ 13.98
35	\$ 14.37
36	\$ 14.70
37	\$ 15.03
38	\$ 15.38

Miles	
39	\$ 15.74
40	\$ 16.07
41	\$ 16.37
42	\$ 16.71
43	\$ 17.08
44	\$ 17.41
45	\$ 17.75
46	\$ 18.10
47	\$ 18.45
48	\$ 18.77
49	\$ 19.11
50	\$ 19.45
51	\$ 19.82
52	\$ 20.15
53	\$ 20.50
54	\$ 20.84
55	\$ 21.20
56	\$ 21.50
57	\$ 21.84
58	\$ 22.18
59	\$ 22.54
60	\$ 22.88
61	\$ 23.23
62	\$ 23.57
63	\$ 23.89
64	\$ 24.23
65	\$ 24.58
66	\$ 24.92
67	\$ 25.28
68	\$ 25.62
69	\$ 25.97
70	\$ 26.27
71	\$ 26.64
72	\$ 26.98
73	\$ 27.32
74	\$ 27.67
75	\$ 28.02



2025-2 Addendum 2 Capital Materials LLC Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states “MILLING OF ROADWAY (2” DEPTH, 12’ WIDTH)” Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14’ wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200’

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Capital Materials LLC Information

Contact: Rich Morris
Address: 4940 N 21street
Ozark, MO 65721
Phone: (417) 705-9992
Email: rmorris@capaggs.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Richard Morris
Signature

rmorris@capaggs.com
Email

Submitted at 2/24/2025 12:55:11 PM (CT)

Requested Attachments

HAUL RATE SHEET

Haul Sheet 2025.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page 2025.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

Firm Qualifications.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-Verify Capital.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Affidavit of Compliance 2025.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Bid Attributes

1	Christian County Terms and Conditions Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below. <input type="text" value="Accept"/>
2	No Deviations or Exceptions I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB. <input type="text" value="Agree - No Deviations"/>

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

N/A

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

Agree

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements
This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.
Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.
Recognized Annual Wage Order (AWO) 31, Effective March 8, 2024.
Copies of the referenced AWO are available at the Missouri Department of Labor's website:
[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

13 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

14 Insurance Requirements
Insurance Requirements are attached under the ATTACHMENTS Tab.

1 5 Transient Employer Law - Required after award is made, if applicable

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

1 6 Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3
1 **COLD MIX PLANT LOCATION**
Provide the Cold Mix Plant Location below.
If this does not apply to your bid then write N/A.

3 2	<p>HAUL RATE SHEETS *SEE INFO IN NOTE AREA</p> <p>Attach the Haul Rate Sheet(s) here.</p> <p>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</p> <p>Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</p> <p><input type="text" value="Yes"/></p>
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3 3	<p>RENEWALS</p> <p style="text-align: center;">OPTIONAL RENEWALS:</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p> <p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.</p> <p style="text-align: center;">Note: The renewal dates below are anticipated dates.</p> <p><input type="text" value="Yes"/></p>
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3 4	<p>RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED</p> <p>First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.</p> <p><input type="text" value="5%"/></p>
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3 5	<p>RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED</p> <p>First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.</p> <p><input type="text" value="5%"/></p>
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3 6	<p>THREE REFERENCES REQUIRED</p> <p>Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.</p>
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3 7	<p>REFERENCE #1</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p><input type="text" value="City of Nixa, Jeff Roussell, 715 W. MT.Vernon Street PO Box 395 Nixa, MO 65714 417-449-0555 sewing@nixa.com"/></p>
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3 8	<p>REFERENCE #2</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>Taney County, Devin Huff, 132 David Street, Forsyth, Mo 65653, 417-546-7268 devin.huff@taneycountymo.gov</p>
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3 9	<p>REFERENCE #3</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>Still Excavating, Brad Lawrence, 379 AR-14, Lead Hill, AR 72644, 870-436-5880, bradlawrence71@yahoo.com</p>
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4 0	<p>Cooperative Procurement</p> <p>The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.</p> <p>Note: Indicating no will not affect the evaluation of your bid.</p> <p>Yes <input type="checkbox"/></p>
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Bid Lines

1	<p><u>HOT MIX ASPHALT</u></p> <p>Attach Haul Rate Sheet Under Response Attachment Tab #1</p> <p style="text-align: center;">-</p>
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2	<p>FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.</p> <p style="text-align: right;">No Bid</p>
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**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

7	<p>MILLING OF HEADERS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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8	<p>MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.</p> <p style="margin-left: 40px;">Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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9	<p>EDGE WIDENING (6" DEPTH, 12" WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.</p> <p style="margin-left: 40px;">THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.</p>	No Bid
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10	<p>PAVEMENT CORES</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes:</p>	No Bid
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11	<p>STRIPING 6" DOUBLE YELLOW CENTERLINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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12	<p>STRIPING 6" WHITE EDGE LINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p>THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p>	No Bid
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p>Note: <u>Enter Cold Mix Plant Location under Attributes Tab #31</u></p>	
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p>	No Bid
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1 6	<p><u>CHIP & SEAL</u></p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>	
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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2 1	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 2	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 3	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 4	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 5	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 7	<u>CRACK SEALING</u> -	
2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE). Quantity: <u> 1 </u> UOM: <u> GAL </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE) Quantity: <u> 1 </u> UOM: <u> POUND </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
3 0	ROCK/AGGREGATE SUPPLY Item Notes: Please review Bid Specifications & Item Notes	
3 1	BASE 1/4" Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$10.00"/> Total: <input type="text" value="\$10.00"/>	

3 2	BASE 1/2"	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$10.00"/>
3 3	BASE 1" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$8.80"/>	Total: <input type="text" value="\$8.80"/>
3 4	BASE 1" COMMERCIAL/DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$8.80"/>	Total: <input type="text" value="\$8.80"/>
3 5	BASE 1 - 1/2" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.75"/>	Total: <input type="text" value="\$9.75"/>
3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.75"/>	Total: <input type="text" value="\$9.75"/>
3 7	BASE 2" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
3 8	BASE 2" COMMERCIAL/DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
3 9	BASE 0-6" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.75"/>	Total: <input type="text" value="\$9.75"/>
4 0	BASE 0-6" DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.75"/>	Total: <input type="text" value="\$9.75"/>
4 1	BASE TYPE 1 (STATE)	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$11.00"/>	Total: <input type="text" value="\$11.00"/>
4 2	BASE TYPE 5 (STATE)	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$11.50"/>	Total: <input type="text" value="\$11.50"/>
4 3	BELT/WASTE CRUSHER SCREENINGS	Quantity: <u> 1 </u> UOM: <u> LOAD </u>	Price: <input type="text" value="\$6.75"/>	Total: <input type="text" value="\$6.75"/>

4 4	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$20.75"/>	Total: <input type="text" value="\$20.75"/>
4 5	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$18.00"/>	Total: <input type="text" value="\$18.00"/>
4 6	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
4 7	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$16.50"/>	Total: <input type="text" value="\$16.50"/>
4 8	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
4 9	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$15.25"/>	Total: <input type="text" value="\$15.25"/>
5 0	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$15.25"/>	Total: <input type="text" value="\$15.25"/>
	Alternate 1		
	<u>3' Clean. 2-3 in size</u>		
	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$15.25"/>	Total: <input type="text" value="\$15.25"/>
	Manufacturer: <input type="text" value="No response"/>		
	Manufacturer #: <input type="text" value="32580"/>		
5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$15.25"/>	Total: <input type="text" value="\$15.25"/>
5 2	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 3	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$15.50"/>	Total: <input type="text" value="\$15.50"/>
5 4	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.75"/>	Total: <input type="text" value="\$9.75"/>
5 5	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 6	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid

57	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>			No Bid
58	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$23.75"/>	Total: <input type="text" value="\$23.75"/>	
59	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$10.00"/>	Total: <input type="text" value="\$10.00"/>	
60	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$23.00"/>	Total: <input type="text" value="\$23.00"/>	
61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$16.00"/>	Total: <input type="text" value="\$16.00"/>	

Response Total: \$304.85



Capital Aggregate's Ozark Quarry

2025 Haul Rate Sheet

Mile	Rate	Mile	Rate
1	\$3.75	26	\$ 9.45
2	\$3.75	27	\$ 9.70
3	\$3.75	28	\$ 9.95
4	\$3.75	29	\$ 10.20
5	\$4.00	30	\$ 10.45
6	\$4.25	31	\$ 10.70
7	\$4.50	32	\$ 10.95
8	\$4.75	33	\$ 11.20
9	\$5.00	34	\$ 11.45
10	\$5.25	35	\$ 11.70
11	\$5.50	36	\$ 11.95
12	\$5.75	37	\$ 12.20
13	\$6.00	38	\$ 12.45
14	\$6.25	39	\$ 12.70
15	\$6.50	40	\$ 12.95
16	\$6.75	41	\$ 13.20
17	\$7.00	42	\$ 13.45
18	\$7.25	43	\$ 13.70
19	\$7.50	44	\$ 13.95
20	\$7.75	45	\$ 14.20
21	\$8.00	46	\$ 14.45
22	\$8.25	47	\$ 14.70
23	\$8.50	48	\$ 14.95
24	\$8.75	49	\$ 15.20
25	\$9.00	50	\$ 15.45

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address	IRS Form 1099 Mailing Address
City, State, Zip Code	City, State, Zip Code

Contact Person <i>Rich Morris</i>	Email Address: <i>RMORRIS@C9PAGGS.COM</i>
Phone Number <i>417-705-9992</i>	Fax Number: <hr style="border: 0; border-top: 1px solid black; width: 100%;"/>
Authorized Signature <i>Richard Morris</i>	Date <i>2-20-2025</i>

Company ID Number: 964670

Approved by:

Employer CAPITAL MATERIALS LLC	
Name (Please Type or Print) Donita Shelton	Title
Signature Electronically Signed	Date 04/19/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2016

CHRISTIAN COUNTY MISSOURI

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
COUNTY OF Christian) ss.

Before me, the undersigned Notary Public, in and for the County of

Missouri, personally appeared Richard Morris (Name)
who is Aggregate Sales (Title) of Capital Aggregates
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

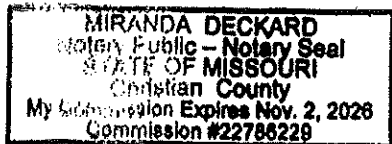
Documentation of participation in a federal work authorization program is attached to this affidavit.

~~Richard Morris~~ Richard Morris
Signature
Name: Richard Morris

Subscribed and sworn to before me this 24th day of February, 2025.

Miranda Deckard
Notary Public

My commission expires: November 2, 2026





Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

March 15, 2022

APAC-Central
PO Box 1187
Springfield, MO 65801
David Foreman
david.foreman@apac.com
417-368-0480

Blevins Asphalt Const. Co., Inc
PO Box 230
Mt. Vernon, MO 65712
Scott Crabree
scrabtree@blevinasphalt.com
417-466-3758

Capital Materials, LLC
PO Box 104600
Jefferson City, MO 65110
Richard Morris
morris@capitalmaterialsмо.com
417-705-9992

Emery Sapp & Sons (ESS)
5350 State Hwy AA
Springfield, MO 65803
Flint Wendland
flint.wendland@emerysapp.com
417-299-7776

Huff Asphalt & Sealing, LLC
808 Mountainview Drive
Sparta, MO 65753
Jolene Huff
thuffasphaltseal@aol.com
417-839-6387

TRAC Materials, Inc
PO Box 1165
Branson, MO 65616
Joel Simmons
joel@tablerockasphalt.com
417-334-2144

Vance Brothers, Inc.
PO Box 300107
5201 Brighton Avenue
Kansas City, MO 64130
Shawn Brost
asewell@vancebrothers.com
816-923-4325

The Christian County Commission voted in session today to award ITB 2022-3 Annual Contract for County-Wide Road Resurfacing & Aggregates to all qualified bidders listed above. The contract is for one-year, beginning March 15, 2022, through March 14, 2023, with the option of renewing for two (2) additional one-year periods.

Your point of contact will be Highway Administrator, Miranda Beadles. Ms. Beadles can be reached at 417-582-4394 or email mbeadles@christiancountymo.gov.

Should you have any questions regarding this bid, contact the Purchasing Agent, Kim Hopkins-Will, at 417-582-4309 or email khopkins@christiancountymo.gov.

We thank you for participating in the bidding process and we look forward to working with you.


Hosea Bilyeu
Western Commissioner


Ralph Phillips
Presiding Commissioner


Lynn Morris
Eastern Commissioner



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

March 14, 2023

APAC-Central
PO Box 1187
Springfield, MO 65801
David Foreman
david.foreman@apac.com
417-368-6700

Blevins Asphalt Const. Co., Inc
PO Box 230
Mt. Vernon, MO 65712
Scott Crabree
scrabtree@blevinasphalt.com
417-466-3758

Capital Paving & Construct., LLC
4940 N. 21st Street
Ozark, MO 65721
Richard Morris -Aggregates *
rmorris@capitalmaterials.com
417-705-9992
Jeffrey Creamer – Asphalt*
jcreamer@capitalpavinemo.com
573-691-2837

Emery Sapp & Sons (ESS)
2801 I-70 Drive NW
Columbia MO 65202
Flint Wendland
flint.wendland@emerysapp.com
417-299-7776

Huff Asphalt & Sealing, LLC
808 Mountainview Drive
Sparta, MO 65753
Jolene Huff
thuffasphalt@aol.com
417-839-6387

TRAC Materials, Inc
PO Box 1165
Branson, MO 65615
Joel Simmons
joel@tablerockasphalt.com
417-334-2144

Vance Brothers, Inc.
PO Box 300107
5201 Brighton Avenue
Kansas City, MO 64130
Arthur Sewell
asewell@vancebrothers.com
816-923-4325

The Christian County Commission voted in session today to award ITB 2023-5 Annual Contract for County-Wide Road Resurfacing & Aggregates to all qualified bidders listed above. The contract is for one-year period, beginning March 15, 2023, through March 14, 2024, with the option of renewing for two (2) additional one-year periods. Your point of contact will be Highway Administrator, Miranda Beadles. Ms. Beadles can be reached at 417-582-4394 or email mbeadles@christiancountymo.gov.

We thank you for participating in the bidding process and we look forward to working with you.

Hosea Bilyeu
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner



2025-2 Addendum 2

Capital Paving and Construction, LLC

Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states “MILLING OF ROADWAY (2” DEPTH, 12’ WIDTH)” Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14’ wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200’

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Capital Paving and Construction, LLC Information

Contact: Jeff Creamer
Address: 4940 N 21st street
Ozark, MO 65721
Phone: (417) 824-4845
Email: jcreamer@capitalpavingmo.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jordan Choate

Signature

JChoate@CapitalpavingMO.com

Email

Submitted at 2/25/2025 08:41:38 AM (CT)

Requested Attachments

HAUL RATE SHEET

Asphalt Haul Rate Sheet for
Christian County 2025.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: </div> If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page for Christian
County 2025.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

Firm Qualifications for Christian
County 2025.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-Verify Affidavit and MOU Form
for Christian County 2025.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Anti-Discrimination Against Israel
form for Christian County 2025.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Bid Attributes

1	Christian County Terms and Conditions Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below. <input type="text" value="I Acknowledge"/>
2	No Deviations or Exceptions I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB. <input type="text" value="Agree - No Deviations"/>

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

N/A

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

Agree

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements
This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.
Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.
Recognized Annual Wage Order (AWO) 31, Effective March 8, 2024.
Copies of the referenced AWO are available at the Missouri Department of Labor's website:
[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

13 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

14 Insurance Requirements
Insurance Requirements are attached under the ATTACHMENTS Tab.

1 **Transient Employer Law - Required after award is made, if applicable**

5

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

1 **Non-Discrimination Assurance**

6

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3 1	COLD MIX PLANT LOCATION Provide the Cold Mix Plant Location below. If this does not apply to your bid then write N/A. <input type="text" value="N/A"/>
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3 2	HAUL RATE SHEETS *SEE INFO IN NOTE AREA Attach the Haul Rate Sheet(s) here. Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages. Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable. <input type="text" value="see attached"/>
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3 3	RENEWALS <p style="text-align: center;">OPTIONAL RENEWALS:</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p> <p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.</p> <p style="text-align: center;">Note: The renewal dates below are anticipated dates.</p> <input type="text" value="All renewals will have to be discussed prior"/>
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3 4	RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%. <input type="text" value="10%"/>
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3 5	RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%. <input type="text" value="10%"/>
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3 6	THREE REFERENCES REQUIRED Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.
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3 7	<p>REFERENCE #1</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>City of Ozark Jeremy Parsons 205 N 1st Street Ozark MO 65721 4175810353 jparsons@ozarkmissouri.org</p>
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3 8	<p>REFERENCE #2</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>City of Harrison Bryan Marshall 303 N 3rd St Harrison AR 72601 bmarshall@harrisonar.gov</p>
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3 9	<p>REFERENCE #3</p> <p>List three (3) business references:</p> <p>Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>Brian Hackmeister 203 County Shop Road Lampe, MO 65681 stonecounty21@yahoo.com</p>
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4 0	<p>Cooperative Procurement</p> <p>The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.</p> <p>Note: Indicating no will not affect the evaluation of your bid.</p> <p><input type="checkbox"/> No</p>
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Bid Lines

1	<p><u>HOT MIX ASPHALT</u></p> <p>Attach Haul Rate Sheet Under Response Attachment Tab #1</p> <p>-</p>
----------	--

**2 FURNISH & INSTALL (LAID)
BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.

**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6	F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED
Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input style="width: 100px;" type="text" value="\$67.00"/> Total: <input style="width: 100px;" type="text" value="\$67.00"/>	
Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid	

7	MILLING OF HEADERS
Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input style="width: 100px;" type="text" value="\$550.00"/> Total: <input style="width: 100px;" type="text" value="\$550.00"/>	
Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.	

8	MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)
Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input style="width: 100px;" type="text" value="\$5.00"/> Total: <input style="width: 100px;" type="text" value="\$5.00"/>	
Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.	
Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.	

9	EDGE WIDENING (6" DEPTH, 12" WIDTH)
Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input style="width: 100px;" type="text" value="\$35.00"/> Total: <input style="width: 100px;" type="text" value="\$35.00"/>	
Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.	
THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.	

10	PAVEMENT CORES
Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input style="width: 100px;" type="text" value="\$200.00"/> Total: <input style="width: 100px;" type="text" value="\$200.00"/>	
Item Notes:	

1 1	<p>STRIPING 6" DOUBLE YELLOW CENTERLINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 2	<p>STRIPING 6" WHITE EDGE LINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p style="text-align: center;">THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p>	No Bid
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p><u>Note: Enter Cold Mix Plant Location under Attributes Tab #31</u></p> <p style="text-align: center;">-</p>	
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p>	No Bid
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1 6	<p>CHIP & SEAL</p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
--------	--

1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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2 1	<p>DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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2 2	<p>DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
--------	--

2 3	<p>DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
--------	--

2 4	<p>DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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2 5	<p>ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES PRIME</p> <p style="text-align: right;">No Bid</p>
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2 6	<p>ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING.</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES PRIME</p>	No Bid
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2 7	<p><u>CRACK SEALING</u></p> <p style="text-align: center;">-</p>
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2 8	<p>ASPHALT RUBBER CRACK SEAL (IN PLACE).</p> <p>Quantity: <u> 1 </u> UOM: <u> GAL </u></p> <p>Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.</p>	No Bid
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2 9	<p>ASPHALT RUBBER CRACK SEAL (IN PLACE)</p> <p>Quantity: <u> 1 </u> UOM: <u> POUND </u></p> <p>Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.</p>	No Bid
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3 0	<p>ROCK/AGGREGATE SUPPLY</p>
	<p>Item Notes: Please review Bid Specifications & Item Notes</p>

3 1	<p>BASE 1/4"</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p>	No Bid
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3 2	<p>BASE 1/2"</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p>	No Bid
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3 3	<p>BASE 1" CLEAN</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p>	No Bid
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3 4	<p>BASE 1" COMMERCIAL/DIRTY</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p>	No Bid
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3 5	<p>BASE 1 - 1/2" CLEAN</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p>	No Bid
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3 6	<p>BASE 1 - 1/2" COMMERCIAL/DIRTY</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p>	No Bid
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37	BASE 2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
38	BASE 2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
39	BASE 0-6" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
40	BASE 0-6" DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
41	BASE TYPE 1 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
42	BASE TYPE 5 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
43	BELT/WASTE CRUSHER SCREENINGS Quantity: <u> 1 </u> UOM: <u> LOAD </u>	No Bid
44	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
45	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
46	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
47	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
48	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
49	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

50	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
51	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
52	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
53	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
54	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
55	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
56	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
57	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
58	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
59	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
60	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

Response Total: \$1,200.00



Capital Paving and Construction

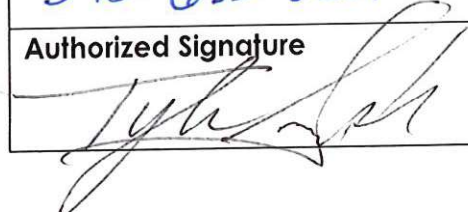
2025 Asphalt Haul Rate Sheet

Mile	Rate		Mile	Rate
1	\$ 3.76		38	\$ 15.52
2	\$ 4.09		39	\$ 15.84
3	\$ 4.42		40	\$ 16.16
4	\$ 4.75		41	\$ 16.33
5	\$ 5.08		42	\$ 16.65
6	\$ 5.41		43	\$ 16.96
7	\$ 5.74		44	\$ 17.28
8	\$ 6.07		45	\$ 17.60
9	\$ 6.40		46	\$ 17.92
10	\$ 6.73		47	\$ 18.23
11	\$ 6.99		48	\$ 18.55
12	\$ 7.32		49	\$ 18.87
13	\$ 7.65		50	\$ 19.19
14	\$ 7.97		51	\$ 19.32
15	\$ 8.30		52	\$ 19.64
16	\$ 8.62		53	\$ 19.95
17	\$ 8.95		54	\$ 20.27
18	\$ 9.28		55	\$ 20.58
19	\$ 9.52		56	\$ 20.90
20	\$ 9.84		57	\$ 21.21
21	\$ 10.16		58	\$ 21.53
22	\$ 10.49		59	\$ 21.84
23	\$ 10.81		60	\$ 22.16
24	\$ 11.13		61	\$ 22.26
25	\$ 11.46		62	\$ 22.57
26	\$ 11.78		63	\$ 22.88
27	\$ 12.10		64	\$ 23.19
28	\$ 12.43		65	\$ 23.51
29	\$ 12.75		66	\$ 23.82
30	\$ 13.07		67	\$ 24.13
31	\$ 13.28		68	\$ 24.44
32	\$ 13.60		69	\$ 24.75
33	\$ 13.92		70	\$ 24.83
34	\$ 14.24		71	\$ 25.14
35	\$ 14.56		72	\$ 25.45
36	\$ 14.88		73	\$ 25.75
37	\$ 15.20		74	\$ 26.06
			75	\$ 26.37

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name <i>Capital Paving & Construction LLC</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address <i>4940 N. 21st Street</i>	IRS Form 1099 Mailing Address <i>PO Box 104960</i>
City, State, Zip Code <i>Ozark, MO 65721</i>	City, State, Zip Code <i>Jefferson City, MO 65101</i>

Contact Person <i>Tyler Smith</i>	Email Address: <i>Tsmith@capitalpavingmo.com</i>
Phone Number <i>573-635-6229</i>	Fax Number: <i>573-636-7538</i>
Authorized Signature 	Date <i>2/25/25</i>



Christian County
Resurfacing & Aggregates

Safety

Quality

Loyalty

Integrity

Innovation

CAPITAL 

WHO WE ARE & HOW WE GOT HERE

As a third-generation family-owned business, Capital has become an industry leader through strategic growth and successful project delivery. Our vertically integrated team of companies work together to optimize solutions and provide the best results. Our unique business model allows our team of over 2000 employees to deliver safe projects, from material production to project completion.

In the late 1940's Elliott Farmer Sr. created a clear vision in the Ready Mix and Asphalt business with Farmer's Concrete, Cole County Industries and Jefferson Asphalt. When his sons, Bud and Mike Farmer, entered the business world in the early 1970's they maintained the foundation of family first. They continued to grow from that vision through vertical integration and expansion into other complimentary industries.

Farmer Companies now employs more than 1700 people.

The Farmer Companies' footprint continues to grow into multiple markets and multiple states under the leadership of the third generation of the Farmer family. Their commitment to the companies' core values, their employees, and their customers presents a clear path forward.

The Farmer family continued to grow in the 1990's with the acquisition of asphalt producers, Master-Jackson Asphalt / Daystar Asphaltic Cement Terminal (Springfield, MO) and Richardson Bass Asphalt (Columbia, MO), along with Central Bridge (Columbia, MO). In 1998, the assets were acquired by Ashland Corporation (APAC), which was then the largest asphalt producer in the United States. Between 1998 and 2016, Richardson Bass Asphalt and Central Bridge were consolidated and operated under APAC Central Missouri, headquartered in Columbia, MO. In 2016, the Farmer family re-acquired the asphalt, construction, and quarry operations of APAC Central Missouri and Capital Paving & Construction was formed.

Capital Paving and Construction's leadership team has carried on the core values of the Farmer Companies since the founding in 2016. Our team has fostered an environment of safety, quality, integrity, and innovation, all while strategically growing the business. Since the founding in 2016, Capital Paving and Construction has continued to expand into new markets. We have taken on new assets through acquisitions, purchasing of new plants and quarries, and investing in great people. Capital is now operating all over the Midwest and beyond. We are committed to improving the infrastructure of our nation, and will continue to grow strategically, holding true to our core values.

What We Value



SAFETY

Our team always chooses SAFETY over ease. Making the RIGHT choice allows us to reach our goals and deliver the best results!



QUALITY

Our commitment to quality begins with quality control in material production stages and is carried out through construction and service.



INTEGRITY

We understand that a project delivered with integrity will stand as a symbol of quality work and partnership for years to come.



INNOVATION

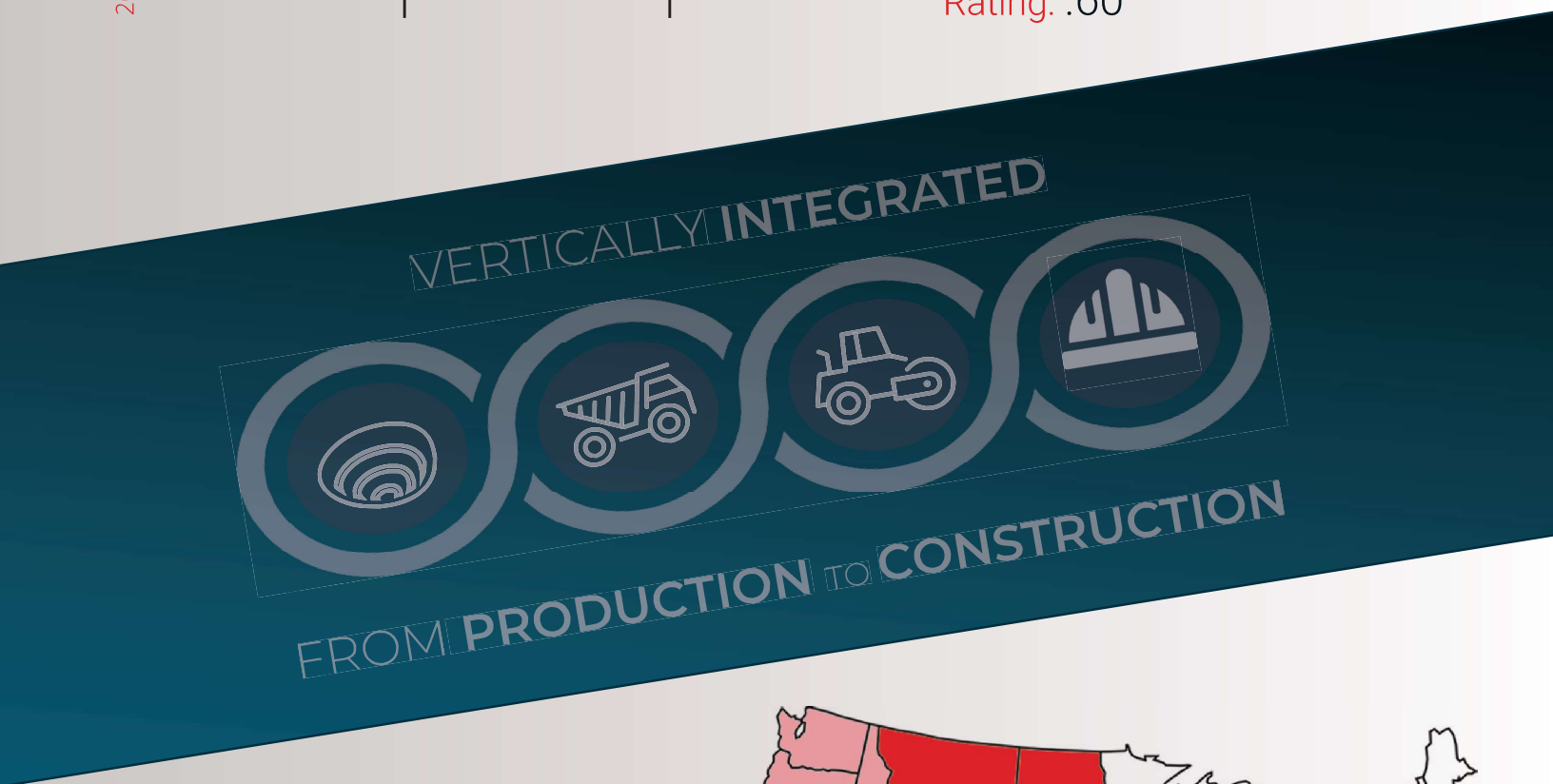
We encourage our team to embrace change and pursue innovative ways to get the job done.

WHAT WE DO

Led by a first-class safety team, the quality and delivery of our products exemplify how we operate and lead our teams. Our loyalty to the partnerships we foster demonstrates our commitment to delivering the highest quality results to the communities we serve. Our portable assets and diverse construction expertise, paired with our innovative culture make Capital a valuable teammate in constructing dynamic projects on-time and on-budget.

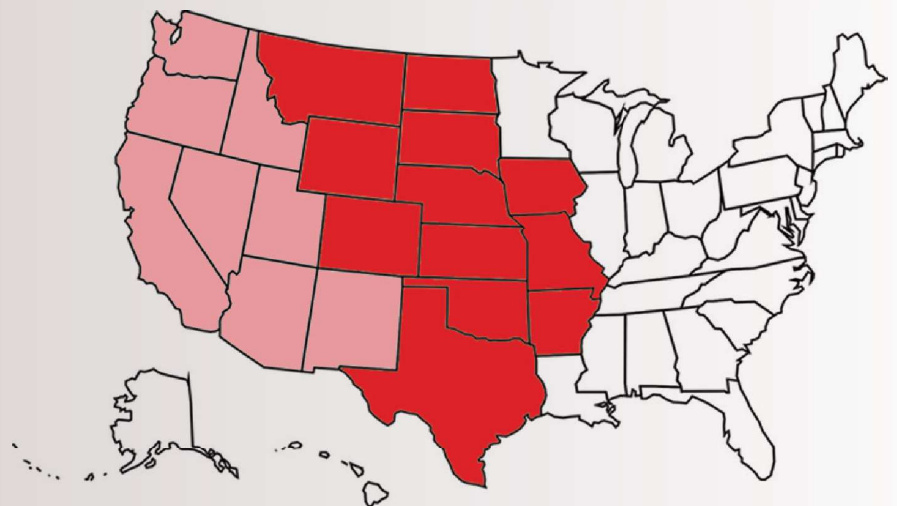
LEADERS IN SAFETY

	OSHA Recordable Incidents	MSHA Citations Per Visit	Total Man Hours	
2020 2021 2022	2.15	0.86	3,466,523	Experience Modification Rating: .60
	1.59	0.98	3,005,250	
	1.84	2.27	2,929,479	



OUR MARKETS

Capital continues to thrive and expand into multiple markets. Our commitment to building long-term customer and employee relationships based on safety, quality, and innovative solutions presents a clear path forward.



■ CURRENT FOOTPRINT **■ PROJECTED FOOTPRINT**

From Production To Construction

Our unique business model allows us the opportunity to ensure quality materials and services from start to finish. Our team has the experience and capabilities to produce & haul material and provide a wide array of construction services. Below depicts our production over the past 5 years.



Rock
20,238,222
Tons Crushed



Sand
8,693,980
Tons Produced



Asphalt
4,155,455
Tons Produced



Concrete
9,846,630
CY Produced



Paving
2,941,200
Miles Paved



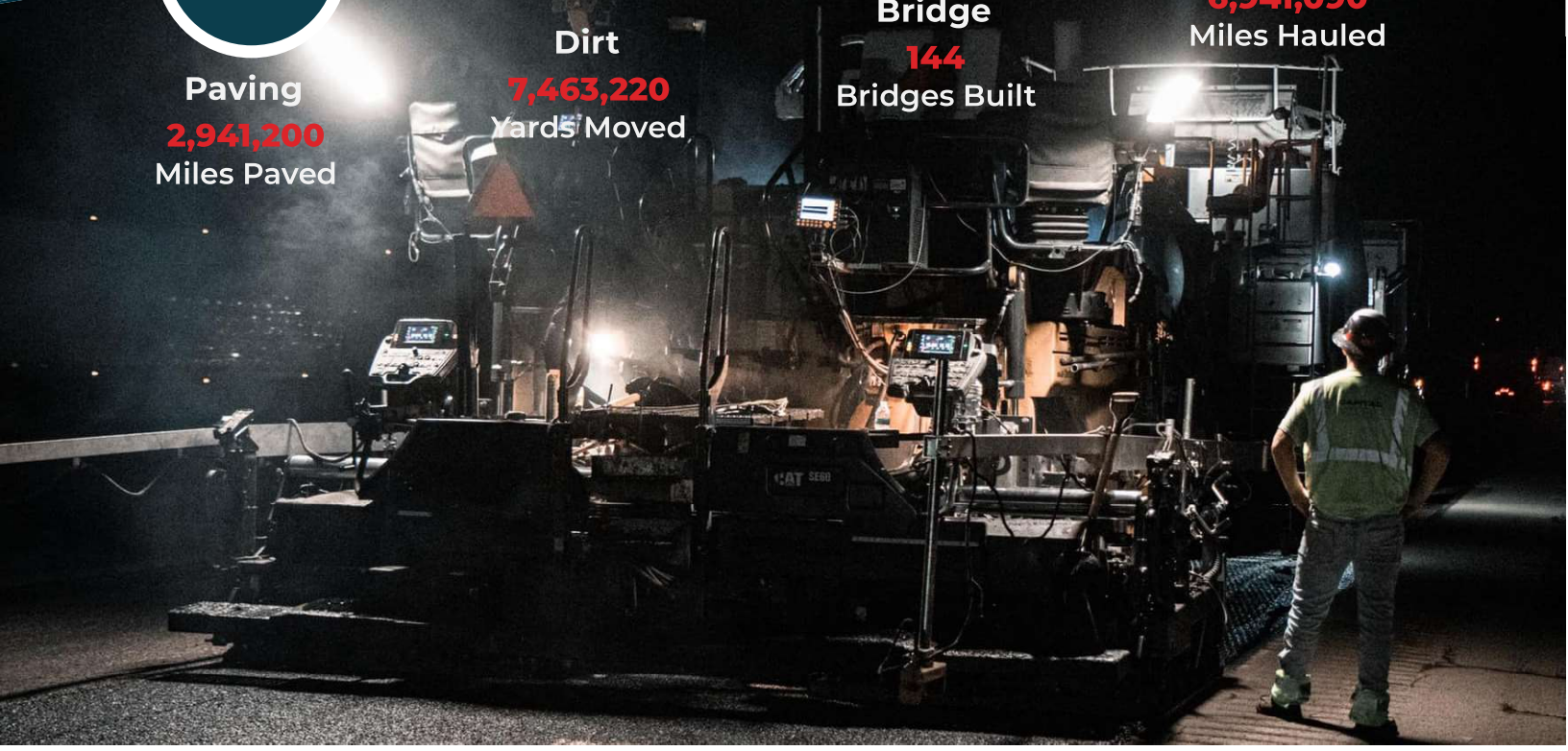
Dirt
7,463,220
Yards Moved



Bridge
144
Bridges Built



Hauling
6,941,090
Miles Hauled





RELEVANT *EXPERIENCE* CITY OF OZARK

2023 STREET IMPROVEMENTS

SCOPE OF WORK

The scope of work for the 4th to 9th street project involved the reconstruction of an existing subdivision near the historic downtown area of the City of Ozark. The project encompassed improvements on 4th, 5th, 6th, 7th, 8th, and 9th streets, as well as Oak Street and Robertson. These enhancements comprised the removal and replacement of the existing road, concrete curb and gutter, concrete sidewalk, detectable warning devices, and traffic control measures.

The 2023 Ozark Street improvements included the reconstruction of Georgia Street, full-depth patching on various streets, micro-surfacing, and mill and fill operations on different streets. These enhancements were carried out on Georgia Street, Walnut Street, Church Street, Robertson Street, and Elm Street.

SPECS

Contract Amount:

\$1,679,025

Start Date:

August 14, 2023

Completion Date:

March 16, 2024

Owner:

City of Ozark, MO

Project Contact:

Jeremy Parsons,

Public Works Director

(417) 581-0353

205 N. 1st St.

Ozark, MO 65721





RELEVANT *EXPERIENCE*

CITY OF HARRISON

2023 STREETS MILL AND OVERLAY

SPECS

Contract Amount:

\$860,705

Start Date:

August 4th, 2023

Completion Date:

October 30th, 2023

Owner:

City of Harrison, MO

Project Contact:

Bryan Marshall

Public Works Director

(870)-715-9911

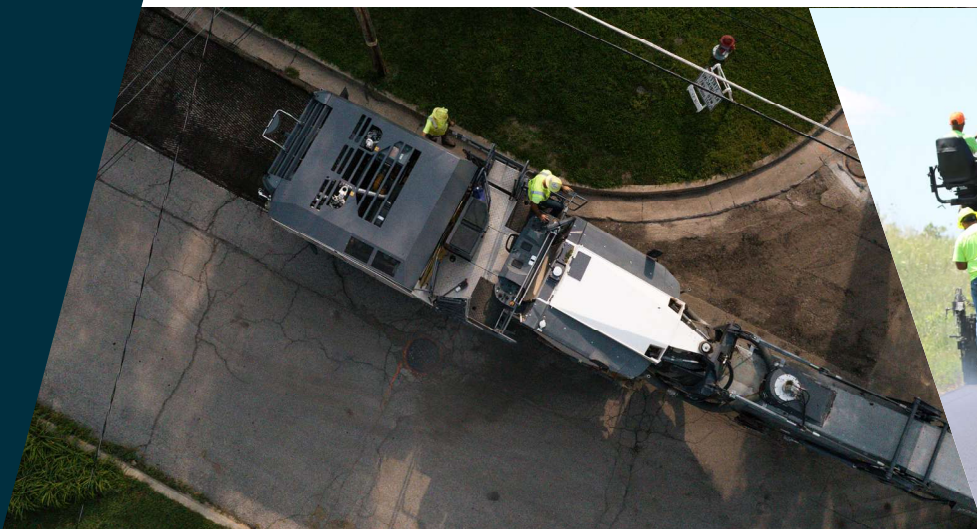
303 N 3rd St Harrison

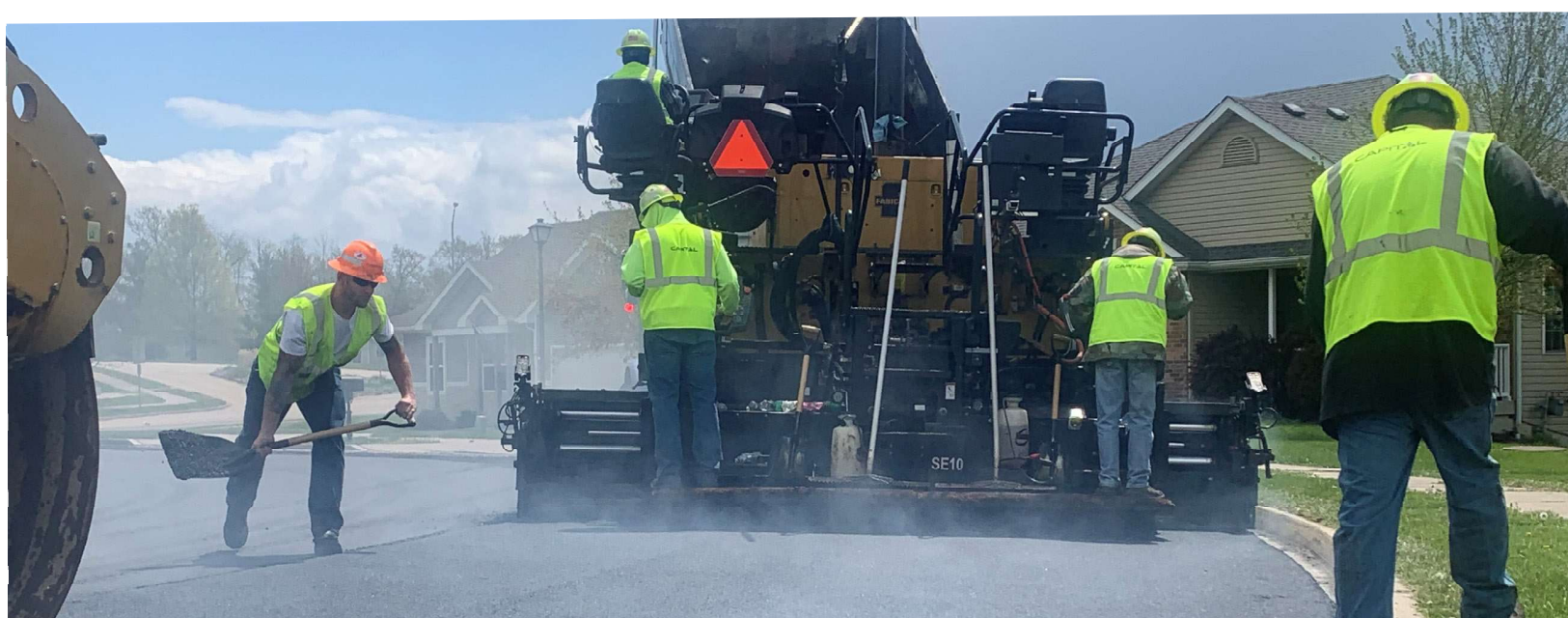
AR 72601

SCOPE OF WORK

The scope of work encompassed 2" milling, 2" transition milling, tack coat, 2" asphalt overlay, striping, and traffic control. These improvements were implemented on E and W Bower Street, Highland Street, Country Circle, North Industrial Drive, Johnson Drive, S Sycamore Street, Bunker Road, First National Bank Drive, and Lakeshore Drive.

This project involved approximately 15,000 square yards of milling, 6,500 tons of asphalt, 26,000 linear feet of striping, and 10 pavement marking symbols.





RELEVANT *EXPERIENCE* STONE COUNTY

ROAD SURFACING AND QUARRY MATERIALS AND SERVICES

SCOPE OF WORK

This scope of work included transition milling, tack coat, and a 2" asphalt overlay. The improvements were carried out in the River Fork subdivision in northern Stone County, as well as on Bittersweet Road, Navajo Drive, Redwing Drive, Whispering Drive, Hiawatha Drive, Foxfire Knoll Drive, Lacey Road, Tulip Drive, Lucky Cove Road, Happy Cove Road, Joe Bald Drive, Montague Lane, Cron Road, Bright Springs Road, Dry Run Road, and Trace Hollow Road in Southern Stone County.

This project involved the use of 8,805 tons of asphalt.

SPECS

Contract Amount:

\$742,351

Start Date:

April 13th, 2023

Completion Date:

July 30th, 2023

Owner:

Stone County, MO

Project Contact:

Brian Hackmeister,

Public Works Director

(314)-393-0545

203 County Shop Road

Lampe, MO 65681





DELIVERING **QUALITY RESULTS**
NAPA & MAPA AWARDS



Quality in Construction Awards:

- 2019 Hwy 65 Saline/Pettis County

Diamond Achievement Awards:

- 2018: Rocky Fork & Linn Creek Plants
- 2019: Rocky Fork, Linn Creek, Rolla, Jefferson City, & Cuba Plants
- 2020: Rocky Fork, Linn Creek, Rolla, Jefferson City, & Cuba Plants
- 2021: Rocky Fork, Linn Creek, Rolla, Jefferson City, & Cuba Plants.
- 2022: Ozark, Rocky Fork, Linn Creek, Rolla, Jefferson City, & Cuba Plants.
- 2023: Ozark, Rocky Fork, Linn Creek, Rolla, Jefferson City, & Hollister.



2017 Quality Paving & Construction Awards

- 1st Place Jefferson City & Columbia Storage Marts
- 1st Place Columbia Honda Parking Lot
- 1st Place City of Columbia Municipal Paving
- 2nd Place Jefferson City Legends Bank Parking Lot
- 2nd Place Minor Road Overlay (Howard, Cooper, & Morgan Counties)

2018 Quality Paving & Construction Awards

- 1st Place Route 65 Saline County
- 2nd Place Southridge Subdivision City of Moberly
- 2nd Place Center Pointe Hospital of Columbia Lot

2019 Quality Paving & Construction Awards

- 2nd Place MU Memorial Stadium University of Missouri Lot
- 2nd Place Howard Hills Athletic Complex City of Moberly

2020 Quality Paving & Construction Awards

- 1st Place Rolla National Airport
- 1st Place Primary Route (I-70 Saline County)

2021 Quality Paving & Construction Awards

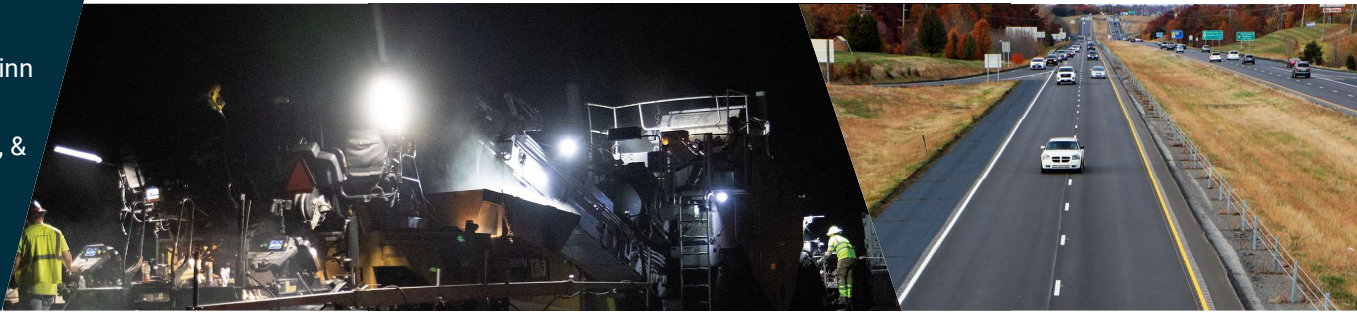
- 1st Place Malden Regional Airport

2022 Quality Paving & Construction Awards

- 1st Place Full Depth Paving - South Airport Drive, Boone County
- 1st Place Private & Commercial Paving - Walmart, Phelps County
- 2nd Place Primary Rte Greater than 50k tons - I-70, Cooper County

2023 Quality Paving & Construction Awards

- 1st Place Full Depth Paving - Loesch Road, Cole County
- 1st Place Overlay Minor Road - Route 156, Knox, Macon, Lewis Counties
- 2nd Place Municipal - Missouri State Capitol



CURRENT CONTRACTS & CLIENTS

Below is a list of current contracts:

RT 60 GREENE J8P3032C,D

Customer: MoDOT
Contract Amount: \$21,019,562
Contact: 573-751-3582

CITY OF OZARK 2023 STREET IMPROVEMENTS

Customer: City of Ozark
Contract Amount: \$1,679,025
Contact: 417-581-2407

JACKSONVILLE CATO REBID

Customer: City of Sherwood
Contract Amount: \$9,764,306
Contact: 501-835-5319

I-44 PHELPS J5I3572

Customer: Lehman Construction LLC
Contract Amount: \$10,209,487
Contact: 573-796-8101

744-65 GREENE J8P3050C

Customer: MoDOT
Contract Amount: \$14,860,000
Contact: 573-751-3582

RT REPUBLIC RD GREENE

Customer: MODOT/City of Springfield
Contract Amount: \$5,364,178
Contact: 417-864-1962

5/41 CARROLL/CHARITON/ LINN J1P3223

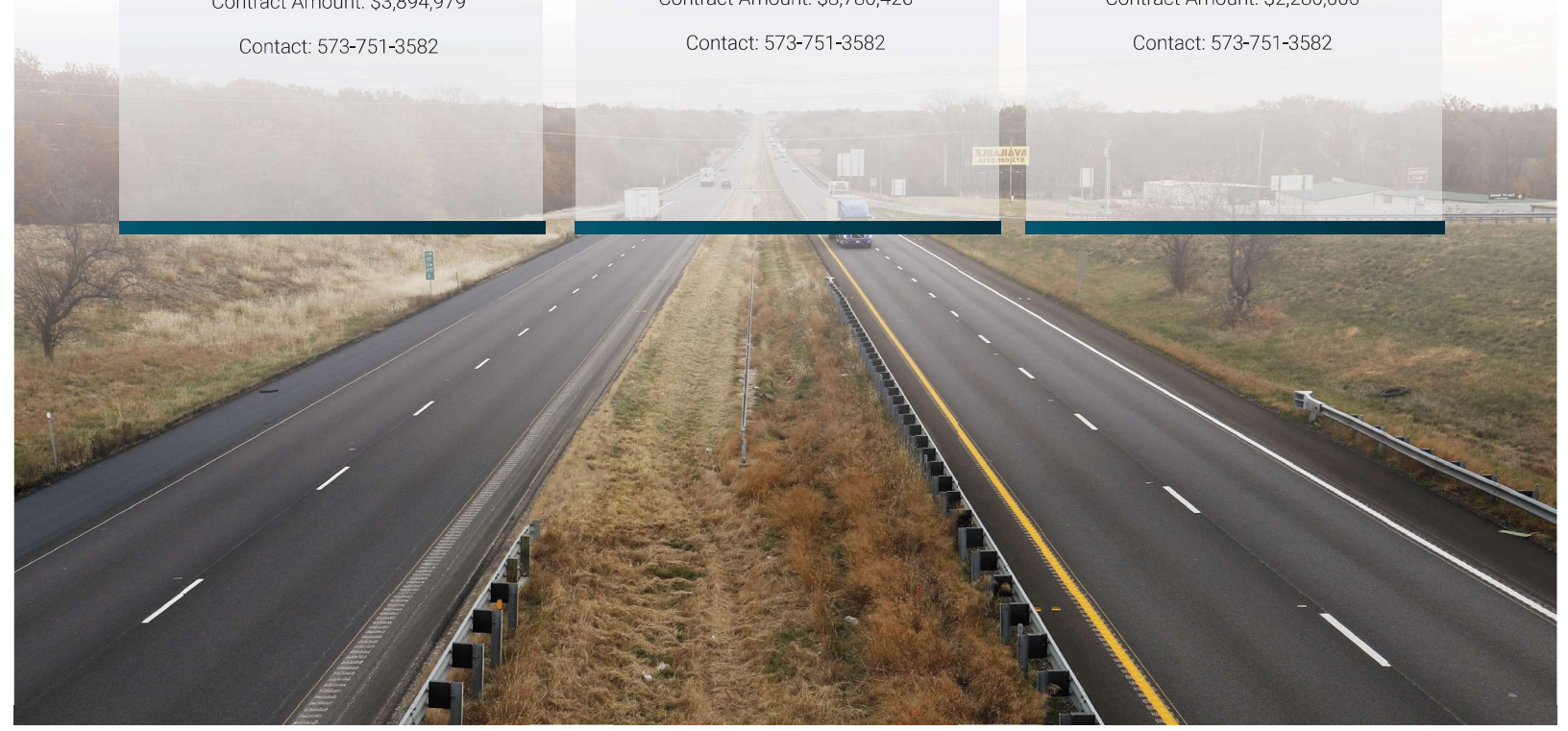
Customer: MoDOT
Contract Amount: \$3,894,979
Contact: 573-751-3582

I44 CRAWFORD

Customer: MoDOT
Contract Amount: \$8,780,426
Contact: 573-751-3582

54 VERNON J7P3521

Customer: MoDOT
Contract Amount: \$2,280,000
Contact: 573-751-3582



CURRENT CONTRACTS & CLIENTS, CONT.

Below is a list of current contracts:

129 MACON JNE0018

Customer: MoDOT
Contract Amount: \$731,123
Contact: 573-751-3582

7/Z/DD/NN CAMDEN/ BENTON J5P3325

Customer: MoDOT
Contract Amount: \$5,317,932
Contact: 573-751-3582

VARIOUS ROUTES STONE/ TANEY/BARRY J7P3394

Customer: MoDOT
Contract Amount: \$10,735,356
Contact: 573-751-3582

VARIOUS ROUTES NE DIST JNE0136

Customer: MoDOT
Contract Amount: \$1,687,765
Contact: 573-751-3582

163 BOONE JCD0173

Customer: MoDOT
Contract Amount: \$5,506,594
Contact: 573-751-3582

US 60 GREENE 221118-G04

Customer: MODOT
Contract Amount: \$10,214,352
Contact: 573-751-3582



CHRISTIAN COUNTY MISSOURI

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
) ss.
COUNTY OF Cole)

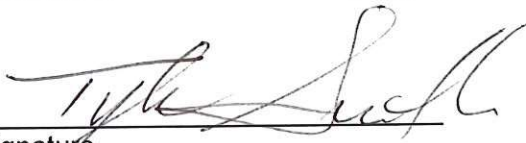
Before me, the undersigned Notary Public, in and for the County of Cole,

State of Missouri, personally appeared Tyler Smith (Name) who is Construction Operations Manager (Title) of Capital Paving & Construction LLC (Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.


The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.


Signature

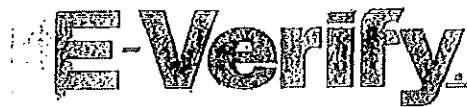
Name: Tyler Smith

Subscribed and sworn to before me this 25 day of February 2025.


Notary Public

My commission expires: 5/18/25

<p>SHELLY R SANDERS Notary Public - Notary Seal State of Missouri County of Cole My Commission Expires: May 18, 2025 Commission # 13791890</p>
--



Company ID Number: 964763

**THE E-VERIFY
MEMORANDUM OF UNDERSTANDING
FOR EMPLOYERS**

**ARTICLE I
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the CAPITAL PAVING & CONSTRUCTION LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following 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:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 964763

Approved by:

Employer CAPITAL PAVING & CONSTRUCTION LLC	
Name (Please Type or Print) DONITA SHELTON	Title
Signature Electronically Signed	Date 04/19/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2016

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.

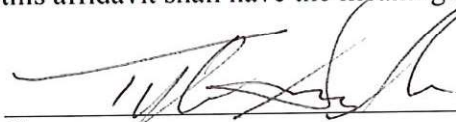
STATE OF Missouri)
)ss.
COUNTY OF Cole)

Before me, the undersigned Notary Public, in and for the County of Cole,
State of Missouri, personally appeared Tyler Smith (Name) who is
Construction Operations Mgr (Title) of Capital Paving & Construction LLC (Name of company)
(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State
of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section 34.600.3 RSMo.


Signature

Name: Tyler Smith

Subscribed and sworn to before me this 25 day of February, 2025.

Shelly R Sanders
Notary Public

My commission expires: 5/18/25

<p>SHELLY R SANDERS Notary Public - Notary Seal State of Missouri County of Cole My Commission Expires: May 18, 2025 Commission # 13791890</p>
--



2025-2 Addendum 2 Clever Stone Company Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states “MILLING OF ROADWAY (2” DEPTH, 12’ WIDTH)” Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14’ wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200’

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Clever Stone Company Information

Contact: Tara Meyer
Address: 1075 Wise Hill Road
Clever, MO 65631
Phone: (417) 743-2694
Email: taram@cleverstone.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tara Meyer
Signature

taram@cleverstone.com
Email

Submitted at 2/25/2025 08:33:45 AM (CT)

Requested Attachments

HAUL RATE SHEET

CC Bid Haul Rate 2025.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: </div> If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

DECLARATION PAGE Rev. 1.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

Clever Stone Firm Info.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-Verify Affidavit of Compliance for Christian County form.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Anti-Discrimination Against Israel Act Form.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Response Attachments

Clever Stone MOU.doc

MOU DOC

Christian County Commission COI General Liab Clever Stone.pdf

COI

Bid Attributes

1 Christian County Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.

Accept

2 No Deviations or Exceptions
I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications.
SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB.

3 Exceptions to Christian County Bidder Requirements Terms and Conditions
Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

4 Exceptions and Deviations to Specifications and Items
If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

5 Debarment or Suspension Certification
Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

6 Submission Responses
Submission Responses
All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement
Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable. Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates. Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.** Copies of the referenced AWO are available at the Missouri Department of Labor’s website: [Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

**1
3 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

**1
4 Insurance Requirements**

Insurance Requirements are attached under the ATTACHMENTS Tab.

**1
5 Transient Employer Law - Required after award is made, if applicable**

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3
1 **COLD MIX PLANT LOCATION**
Provide the Cold Mix Plant Location below.
If this does not apply to your bid then write N/A.

3 2	HAUL RATE SHEETS *SEE INFO IN NOTE AREA Attach the Haul Rate Sheet(s) here. Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages. Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable. <input type="text" value="ATTACHED"/>
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3 3	RENEWALS <p style="text-align: center;">OPTIONAL RENEWALS:</p> <p>This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification</p> <p>subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.</p> <p style="text-align: center;">Note: The renewal dates below are anticipated dates.</p> <input type="text" value="0"/>
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3 4	RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%. <input type="text" value="0%"/>
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3 5	RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%. <input type="text" value="0%"/>
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3 6	THREE REFERENCES REQUIRED Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.
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3 7	REFERENCE #1 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <input type="text" value="Stone County Road Shane Jennings 108 East 4th Street Galena, Missouri 65656"/>
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3 8	<p>REFERENCE #2</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>Donelson Construction Co., LLC 1075 Wise Hill Road Clever, MO 6563</p>
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3 9	<p>REFERENCE #3</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>Christian County Road 1106 W Jackson St Ozark, MO 65721</p>
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4 0	<p>Cooperative Procurement</p> <p>The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.</p> <p>Note: Indicating no will not affect the evaluation of your bid.</p> <p>Yes <input type="checkbox"/></p>
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Bid Lines

1	<p><u>HOT MIX ASPHALT</u></p> <p>Attach Haul Rate Sheet Under Response Attachment Tab #1</p> <p style="text-align: center;">-</p>
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2	<p>FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.</p> <p style="text-align: right;">No Bid</p>
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**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

7	<p>MILLING OF HEADERS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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8	<p>MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.</p> <p style="margin-left: 40px;">Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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9	<p>EDGE WIDENING (6" DEPTH, 12" WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.</p> <p style="margin-left: 40px;">THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.</p>	No Bid
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10	<p>PAVEMENT CORES</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes:</p>	No Bid
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11	<p>STRIPING 6" DOUBLE YELLOW CENTERLINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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12	<p>STRIPING 6" WHITE EDGE LINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p>THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p> <p style="text-align: right;">No Bid</p>
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p>Note: <u>Enter Cold Mix Plant Location under Attributes Tab #31</u></p> <p style="text-align: center;">-</p>
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$66.00"/> Total: <input type="text" value="\$66.00"/></p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p>
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1 6	<p><u>CHIP & SEAL</u></p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p style="text-align: right;">No Bid</p>
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2 1	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 2	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 3	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 4	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 5	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 7	<u>CRACK SEALING</u> -	
2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE). Quantity: <u> 1 </u> UOM: <u> GAL </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE) Quantity: <u> 1 </u> UOM: <u> POUND </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
3 0	ROCK/AGGREGATE SUPPLY Item Notes: Please review Bid Specifications & Item Notes	
3 1	BASE 1/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

3 2	BASE 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 3	BASE 1" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u> Alternate 1 BASE 3/4" COMMERCIAL CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$9.50"/> Total: <input type="text" value="\$9.50"/> Manufacturer: <input type="text" value="No response"/> Manufacturer #: <input type="text" value="No response"/>	No Bid
3 4	BASE 1" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u> Alternate 1 BASE 3/4" COMMERCIAL DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$7.50"/> Total: <input type="text" value="\$7.50"/> Manufacturer: <input type="text" value="No response"/> Manufacturer #: <input type="text" value="No response"/>	No Bid
3 5	BASE 1 - 1/2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 7	BASE 2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 8	BASE 2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$7.50"/> Total: <input type="text" value="\$7.50"/>	No Bid
3 9	BASE 0-6" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

40	BASE 0-6" DIRTY	Quantity: <u> 1 </u> UOM: <u>TON</u>	Price: <input type="text" value="\$3.95"/>	Total: <input type="text" value="\$3.95"/>
41	BASE TYPE 1 (STATE)	Quantity: <u> 1 </u> UOM: <u>TON</u>		No Bid
42	BASE TYPE 5 (STATE)	Quantity: <u> 1 </u> UOM: <u>TON</u>		No Bid
43	BELT/WASTE CRUSHER SCREENINGS	Quantity: <u> 1 </u> UOM: <u>LOAD</u>		No Bid
	Alternate 1			
	<u>LIME SAND</u>	Quantity: <u> 1 </u> UOM: <input type="text" value="TON"/>	Price: <input type="text" value="\$7.75"/>	Total: <input type="text" value="\$7.75"/>
	Manufacturer:	<input type="text" value="No response"/>		
	Manufacturer #:	<input type="text" value="No response"/>		
44	ROCK 3/8"	Quantity: <u> 1 </u> UOM: <u>TON</u>	Price: <input type="text" value="\$14.50"/>	Total: <input type="text" value="\$14.50"/>
45	ROCK 1/2"	Quantity: <u> 1 </u> UOM: <u>TON</u>	Price: <input type="text" value="\$14.50"/>	Total: <input type="text" value="\$14.50"/>
46	ROCK 5/8"	Quantity: <u> 1 </u> UOM: <u>TON</u>		No Bid
47	ROCK 3/4"	Quantity: <u> 1 </u> UOM: <u>TON</u>	Price: <input type="text" value="\$14.00"/>	Total: <input type="text" value="\$14.00"/>
48	ROCK 1"	Quantity: <u> 1 </u> UOM: <u>TON</u>		No Bid
49	ROCK 1 - 1/2"	Quantity: <u> 1 </u> UOM: <u>TON</u>		No Bid
50	ROCK 2"	Quantity: <u> 1 </u> UOM: <u>TON</u>	Price: <input type="text" value="\$13.00"/>	Total: <input type="text" value="\$13.00"/>

5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$15.00"/>	Total: <input type="text" value="\$15.00"/>
5 2	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 3	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 4	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 5	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 6	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 7	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
	Alternate 1		
	ROCK 6-12" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$17.25"/>	Total: <input type="text" value="\$17.25"/>
	Manufacturer: <input type="text" value="No response"/>		
	Manufacturer #: <input type="text" value="No response"/>		
5 8	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
	Alternate 1		
	ROCK 12-18" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$17.25"/>	Total: <input type="text" value="\$17.25"/>
	Manufacturer: <input type="text" value="No response"/>		
	Manufacturer #: <input type="text" value="No response"/>		
5 9	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
6 0	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
6 1	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid

Response Total: \$148.45



Bid Response

DATE February 21, 2025

1075 Wise Hill Road
Clever, MO 65631
Phone: 417-743-2694 Fax: 417-743-2945

Christian County
1106 W Jackson St
Ozark, MO 65721

DESCRIPTION	\$ PER TON
COLD MIX - FOB @ CLEVER STONE	\$66.00
COLD MIX - DELIVERED SPARTA ROAD SHED	\$74.00
COLD MIX - DELIVERED NIXA ROAD SHED	\$71.00

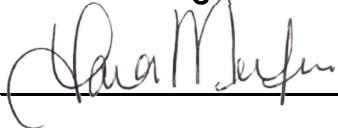
If you have any questions please contact
Tara Meyer 417-743-2694 or taram@cleverstone.com

THANK YOU FOR YOUR BUSINESS!

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name CLEVER STONE COMPANY, INC.	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. 43-0988631
Mailing Address 1075 WISE HILL ROAD	IRS Form 1099 Mailing Address
City, State, Zip Code CLEVER, MO 65631	City, State, Zip Code

Contact Person TARA MEYER	Email Address: taram@cleverstone.com
Phone Number 417-743-2694	Fax Number: 417-743-2945
Authorized Signature 	Date 02/21/2025

CHRISTIAN COUNTY MISSOURI

**AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.**

STATE OF MISSOURI)
)ss.
COUNTY OF CHRISTIAN)

Before me, the undersigned Notary Public, in and for the County of CHRISTIAN,
State of MISSOURI, personally appeared MICHAEL J. DONELSON (*Name*) who is
PRESIDENT (*Title*) of CLEVER STONE COMPANY, INC. (*Name of company*)
(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as “Company” and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a “Boycott of the State
of Israel” (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

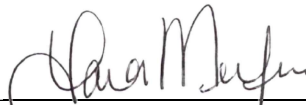
The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.



Signature

Name: MICHAEL J. DONELSON

Subscribed and sworn to before me this 21ST day of FEBRUARY, 2025.



Notary Public

My commission expires: AUGUST 23RD, 2025

CHRISTIAN COUNTY MISSOURI

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF MISSOURI)
) ss.
COUNTY OF CHRISTIAN)

Before me, the undersigned Notary Public, in and for the County of
CHRISTIAN,

State of MISSOURI, personally appeared MICHAEL J. DONELSON (Name)
who is PRESIDENT (Title) of CLEVER STONE COMPANY, INC.
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.



Signature

Name: MICHAEL J. DONELSON

Subscribed and sworn to before me this 21ST day of FEBRUARY, 2025.



Notary Public

My commission expires: AUGUST 23RD, 2025

Company ID Number: 180095

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 **Clever Stone Company 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

Company ID Number: 180095

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.

Company ID Number: 180095

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

Company ID Number: 180095

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

Company ID Number: 180095

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.



Company ID Number: 180095

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 Clever Stone Company Inc.

Donelson C David

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 180095

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Clever Stone Company Inc.

Company Facility Address: 1075 Wise Hill Road

Clever, MO 65631

Company Alternate
Address:

County or Parish: CHRISTIAN

Employer Identification
Number: 430988631

North American Industry
Classification Systems
Code: 212

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)

Company ID Number: 180095

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Donelson C David	Fax Number:	(417) 743 - 2945
Telephone Number:	(417) 743 - 2694		
E-mail Address:	ap@donelsonconstruction.com		



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/20/2025

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

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

PRODUCER OLLIS/AKERS/ARNEY 2274 E SUNSHINE ST SPRINGFIELD MO 65804-1819		CONTACT NAME: Sheri Olson PHONE (A/C, No, Ext): (417) 881-8333 E-MAIL ADDRESS: sheri.olson@ollisaa.com		FAX (A/C, No): (417) 823-7444
INSURED Clever Stone Company, Inc. Donelson Construction Co., LLC 1075 Wise Hill Rd Clever MO 65631		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers-The Phoenix Insurance Company INSURER B: The Charter Oak Fire Insurance Co. INSURER C: Travelers Property Casualty Co of America INSURER D: INSURER E: INSURER F:		NAIC # 25623 25615 25674

COVERAGES **CERTIFICATE NUMBER:** CL24121822115 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		DT-CO-4R470448-PHX-25	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-4R425649-25-26-G	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Underinsured motorist BI	\$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-1Y201428-25-26	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Leased/Rented Equipment			DT-CO-4R470448-PHX-25	01/01/2025	01/01/2026	Aggregate	\$ 1,000,000
							Deductible	\$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When a written contract exists, and requires, relative to General Liability, certificate holder is added as additional insured per policy forms and endorsements. 30 day notice of cancellation; however, 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER Christian County Commission 100 W. Church Street Ozark MO 65721	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Sheri Olson</i>
--	--

1075 Wise Hill Rd.
Clever, MO 65631



Phone: 417-743-2694
Facsimile: 417-743-2945

Michael J. Donelson	President	1075 Wise Hill Road, Clever, MO 65631
David C. Donelson	Vice-President Asst. Secretary	1075 Wise Hill Road, Clever, MO 65631
Terrence C. Donelson	Vice-President Asst. Secretary	1075 Wise Hill Road, Clever, MO 65631
Mary Ann Donelson	Secretary	1075 Wise Hill Road, Clever, MO 65631

Clever Stone Company, Inc. has been in business since 1972.

We are only bidding as a material supplier.



2025-2 Addendum 2 Huff Asphalt & Sealing L.L.C Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states "MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)" Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14' wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Huff Asphalt & Sealing L.L.C Information

Contact: Jolene Huff
Address: 808 MOUNTAINVIEW DR
SPARTA, MO 65753
Phone: (417) 839-6387
Email: thuffasphaltseal@aol.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Andrea Jolene Huff
Signature

thuffasphaltseal@aol.com
Email

Submitted at 2/22/2025 01:14:15 PM (CT)

Requested Attachments

HAUL RATE SHEET

CC 2025 page 1.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: </div> If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

CC 2025 pg 2.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

CC 2025 3 & 4.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

CC E-Verify forms 2.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

CC 2025 pg 7 Israel Affidavit.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Bid Attributes

1	Christian County Terms and Conditions Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below. <input type="text" value="Accepted"/>
2	No Deviations or Exceptions I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications. SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB. <input type="text" value="Agree - No Deviations"/>

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

N/A

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

Agree

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements
This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.
Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.
Recognized Annual Wage Order (AWO) 31, Effective March 8, 2024.
Copies of the referenced AWO are available at the Missouri Department of Labor's website:
[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

13 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

14 Insurance Requirements
Insurance Requirements are attached under the ATTACHMENTS Tab.

1 5 Transient Employer Law - Required after award is made, if applicable

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

1 6 Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

**1
7 E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

**1
8 Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

**1
9 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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3
1 **COLD MIX PLANT LOCATION**
Provide the Cold Mix Plant Location below.
If this does not apply to your bid then write N/A.

3 2 HAUL RATE SHEETS *SEE INFO IN NOTE AREA
 Attach the Haul Rate Sheet(s) here.
 Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.
 Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

3 3 RENEWALS

OPTIONAL RENEWALS:

This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification

subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

Note: The renewal dates below are anticipated dates.

3 4 RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED
 First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.

3 5 RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED
 First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.

3 6 THREE REFERENCES REQUIRED
 Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.

3 7 REFERENCE #1
List three (3) business references:

Company Name
 Contact Name:
 Address City State Zip
 Business Phone Business
 Email

3 8	<p>REFERENCE #2</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>attached</p>
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3 9	<p>REFERENCE #3</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p>attached</p>
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4 0	<p>Cooperative Procurement</p> <p>The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.</p> <p>Note: Indicating no will not affect the evaluation of your bid.</p> <p>Yes <input type="checkbox"/></p>
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Bid Lines

1	<p><u>HOT MIX ASPHALT</u></p> <p>Attach Haul Rate Sheet Under Response Attachment Tab #1</p> <p style="text-align: center;">-</p>
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2	<p>FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.</p> <p style="text-align: right;">No Bid</p>
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**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

7	<p>MILLING OF HEADERS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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8	<p>MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.</p> <p style="margin-left: 40px;">Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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9	<p>EDGE WIDENING (6" DEPTH, 12" WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.</p> <p style="margin-left: 40px;">THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.</p>	No Bid
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10	<p>PAVEMENT CORES</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes:</p>	No Bid
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11	<p>STRIPING 6" DOUBLE YELLOW CENTERLINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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12	<p>STRIPING 6" WHITE EDGE LINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p>THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p> <p style="text-align: right;">No Bid</p>
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p>Note: <u>Enter Cold Mix Plant Location under Attributes Tab #31</u></p>
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p> <p style="text-align: right;">No Bid</p>
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1 6	<p><u>CHIP & SEAL</u></p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$1.91"/> Total: <input type="text" value="\$1.91"/></p>
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1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$1.91"/> Total: <input type="text" value="\$1.91"/></p>
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$1.84"/> Total: <input type="text" value="\$1.84"/></p>
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$1.84"/> Total: <input type="text" value="\$1.84"/></p>
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2 1	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$3.95"/>	Total: <input type="text" value="\$3.95"/>
2 2	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$3.95"/>	Total: <input type="text" value="\$3.95"/>
2 3	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$3.86"/>	Total: <input type="text" value="\$3.86"/>
2 4	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$3.86"/>	Total: <input type="text" value="\$3.86"/>
2 5	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.	Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME		No Bid
2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING.	Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME		No Bid
2 7	<u>CRACK SEALING</u>			
2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE).	Quantity: <u> 1 </u> UOM: <u> GAL </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.		No Bid
2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE)	Quantity: <u> 1 </u> UOM: <u> POUND </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.		No Bid
3 0	ROCK/AGGREGATE SUPPLY			
	Item Notes: Please review Bid Specifications & Item Notes			
3 1	BASE 1/4"	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid

3 2	BASE 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 3	BASE 1" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 4	BASE 1" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 5	BASE 1 - 1/2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 7	BASE 2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 8	BASE 2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 9	BASE 0-6" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 0	BASE 0-6" DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 1	BASE TYPE 1 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 2	BASE TYPE 5 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 3	BELT/WASTE CRUSHER SCREENINGS Quantity: <u> 1 </u> UOM: <u> LOAD </u>	No Bid

4 4	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 5	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 6	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 7	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 8	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 9	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 0	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 2	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 3	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 4	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 5	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 6	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 7	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 8	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
5 9	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid

60	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
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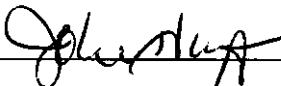
61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
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Response Total: \$23.12

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name <i>HUFF ASPHATH + SEALING LLC</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>27-2896926</i> <i>HUFF ASPHATH + SEALING LLC</i>
Mailing Address <i>808 Mount Airview Dr</i>	IRS Form 1099 Mailing Address <i>SAME</i>
City, State, Zip Code <i>SPARTAN, MO 65153</i>	City, State, Zip Code <i>SAME</i>

Contact Person <i>Jelene Huff</i>	Email Address: <i>thuffasphaltseal@aol.com</i>
Phone Number <i>417-839-6387</i>	Fax Number: <i>N/A</i>
Authorized Signature 	Date <i>2-20-2025</i>

HAUL RATE!

N/A

Huff Asphalt & Sealing L.L.C.

808 Mt. View Dr
Sparta, Mo 65753

417-634-4271

417-839-6387

TO Whom This May Concern:

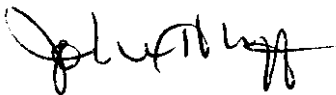
My company, "Huff Asphalt & Sealing", has been in business since 1997. Formerly, Tom Huff Asphalt & Sealing. I have operated it since 2010, when Tom became disabled.

We do asphalt, chip & seal, asphalt sealing and repairs, commercial & residential.

We have worked for Christian County many years doing their Chip & Seal work and value the relationship. Since 2019 that I have records of.

Point of contact is: Jolene Huff 417-839-6387 and Chris Jackson, foreman, 417-300-1651.

Sincerely,



Jolene Huff
Huff Asphalt & Sealing LLC
808 Mountainview Dr
Sparta, Mo 65753

Huff Asphalt & Sealing L.L.C.

**808 Mt. View Dr
Sparta, Mo 65753**

417-634-4271

417-839-6387

REFERENCES & JOBS COMPLETED:

**Sparta Special Road District
Phil Short 417-844-3395
816 Stoneridge Road Sparta, Mo 65753
Chip & Seal Roads**

**Garrison Special Road District
Raymond Stevens 417-299-3079
690 Mitchell Lane
Garrison, Mo 65629**

**Christian County County Wide Road District
100 W. Church Street Room 100
Ozark, Mo 65721
Christian County 417-582-4300
Chip & Seal Roadways East Sidewalk**

**Coastal Energy Corporation
PO Box 218
Willow Springs, Mo 65793
Chad Odem 417-252-0572
Chip & Seal Parking Lot**

**City of Ava
David Norman, Mayor 417-683-8063
PO Box 967
Ava, Mo 65608**



Company ID Number: 356495

Approved by:

Employer Huff Asphalt & Sealing, L.L.C.	
Name (Please Type or Print) Jolene Huff	Title
Signature Electronically Signed	Date 09/09/2010
Department of Homeland Security - Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/09/2010

CHRISTIAN COUNTY MISSOURI

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
COUNTY OF Christian) ss.

Before me, the undersigned Notary Public, in and for the County of Christian

State of Missouri, personally appeared Jolene Huff (Name)
who is OWNER (Title) of Huff Asphalt Sealing LLC
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization
program with respect to the employees working in connection with the
contracted services; and
(2) that said company does not knowingly employ any person who is an
unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et
seq.

Documentation of participation in a federal work authorization program is attached to this
affidavit.

TERESA LYNNE JONES
Notary Public - Notary Seal
STATE OF MISSOURI
Christian County
My Commission Expires Nov. 17, 2028
Commission #24482047

Jolene Huff
Signature

Name: Jolene Huff

Subscribed and sworn to before me this 18th day of February, 2025.

Teresa Lynne Jones
Notary Public

My commission expires: 11-17-2028

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ. FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE EMPLOYEES.

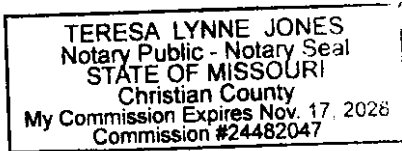
STATE OF Missouri)
)ss.
COUNTY OF Christian)

Before me, the undersigned Notary Public, in and for the County of Christian, State of Missouri, personally appeared Jolene Huff (Name) who is DWARK (Title) of HUFF ASPHALT SEALING INC (Name of company) (a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not, for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section 34.600.3 RSMo.



Jolene Huff
Signature

Name: Jolene Huff

Subscribed and sworn to before me this 18th day of February, 2025.

Teresa Lynne Jones
Notary Public

My commission expires:
11-17-2028



2025-2 Addendum 2
TRAC Materials
Table Rock Asphalt Construction Co., INC.
Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states “MILLING OF ROADWAY (2” DEPTH, 12’ WIDTH)” Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14’ wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200'

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

ADDENDUM ONE

2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:

Blackberry Ln – Sparta

Cardinal, Flora, Emma – Chadwick (within the main town area)

Old Riverdale – Nixa

Honeysuckle – Clever

I would recommend using our County's GIS to find roadways.

<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:

Single Coat Chip & Seal: +/- 108,000 SY

Double Coat Chip & Seal: +/- 47,500 SY

Asphalt: +/- 12,400 Tons

Widening: +/- 900 SY

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest. The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m. Register as a vendor at: <https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract**.

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

TRAC Materials Information

Address: 310 N Commercial
Branson, MO 65616
Phone: (417) 334-2144

By submitting your response, you certify that you are authorized to represent and bind your company.

Joel Simmons

Signature

Submitted at 2/24/2025 12:47:14 PM (CT)

joel@tablerockasphalt.com

Email

Requested Attachments

HAUL RATE SHEET

HAUL RATE SHEET (FOB Only).docx

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: </div> If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

DECLARATION PAGE.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

REFERENCES FOR MATERIAL SUPPLY.docx

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-VERIFY AFFIDAVIT OF COMPLIANCE.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Bid Attributes

1 Christian County Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.

Accept

2 No Deviations or Exceptions

I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications.

SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB.

Agree - No Deviations

3 Exceptions to Christian County Bidder Requirements Terms and Conditions

Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

N/A

4 Exceptions and Deviations to Specifications and Items

If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

N/A

5 Debarment or Suspension Certification

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

Agree

6 Submission Responses

Submission Responses

All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement

Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements
This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable.
Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates.
Recognized Annual Wage Order (AWO) 31, Effective March 8, 2024.
Copies of the referenced AWO are available at the Missouri Department of Labor's website:
[Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

13 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

14 Insurance Requirements
Insurance Requirements are attached under the ATTACHMENTS Tab.

1 5 Transient Employer Law - Required after award is made, if applicable

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

1 6 Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

**1
7 E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

**1
8 Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

**1
9 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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3
1 **COLD MIX PLANT LOCATION**
Provide the Cold Mix Plant Location below.
If this does not apply to your bid then write N/A.

3 2 HAUL RATE SHEETS *SEE INFO IN NOTE AREA

Attach the Haul Rate Sheet(s) here.

Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.

Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

3 3 RENEWALS

OPTIONAL RENEWALS:

This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification

subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

Note: The renewal dates below are anticipated dates.

3 4 RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.

3 5 RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.

3 6 THREE REFERENCES REQUIRED

Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.

3 7 REFERENCE #1

List three (3) business references:

Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email

3 8	<p>REFERENCE #2</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p><input type="text" value="On Attached Sheet"/></p>
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3 9	<p>REFERENCE #3</p> <p>List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email</p> <p><input type="text" value="On Attached Sheet"/></p>
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4 0	<p>Cooperative Procurement</p> <p>The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri.</p> <p>Note: Indicating no will not affect the evaluation of your bid.</p> <p><input type="text" value="No"/></p>
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Bid Lines

1	<p><u>HOT MIX ASPHALT</u></p> <p>Attach Haul Rate Sheet Under Response Attachment Tab #1</p> <p style="text-align: center;">-</p>
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2	<p>FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT.</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.</p> <p style="text-align: right;">No Bid</p>
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**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON **No Bid**

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON **No Bid**

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON Price: Total:

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON **No Bid**

Item Notes: Hot Mix Specifications
Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

7	<p>MILLING OF HEADERS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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8	<p>MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.</p> <p>Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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9	<p>EDGE WIDENING (6" DEPTH, 12" WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.</p> <p>THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.</p>	No Bid
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10	<p>PAVEMENT CORES</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes:</p>	No Bid
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11	<p>STRIPING 6" DOUBLE YELLOW CENTERLINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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12	<p>STRIPING 6" WHITE EDGE LINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p>THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p>	No Bid
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p>Note: <u>Enter Cold Mix Plant Location under Attributes Tab #31</u></p>
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$78.00"/> Total: <input type="text" value="\$78.00"/></p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p>
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1 6	<p><u>CHIP & SEAL</u></p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p>	No Bid
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2 1	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 2	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 3	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 4	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 5	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING. Quantity: <u> 1 </u> UOM: <u> SY </u> Item Notes: INCLUDES PRIME	No Bid
2 7	<u>CRACK SEALING</u> -	
2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE). Quantity: <u> 1 </u> UOM: <u> GAL </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE) Quantity: <u> 1 </u> UOM: <u> POUND </u> Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.	No Bid
3 0	ROCK/AGGREGATE SUPPLY	
	Item Notes: Please review Bid Specifications & Item Notes	
3 1	BASE 1/4" Quantity: <u> 1 </u> UOM: <u> TON </u> Price: <input type="text" value="\$3.55"/> Total: <input type="text" value="\$3.55"/>	

3 2	BASE 1/2"	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$6.95"/>	Total: <input type="text" value="\$6.95"/>
3 3	BASE 1" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$7.45"/>	Total: <input type="text" value="\$7.45"/>
3 4	BASE 1" COMMERCIAL/DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
3 5	BASE 1 - 1/2" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
3 7	BASE 2" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$7.95"/>	Total: <input type="text" value="\$7.95"/>
3 8	BASE 2" COMMERCIAL/DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
3 9	BASE 0-6" CLEAN	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$7.45"/>	Total: <input type="text" value="\$7.45"/>
4 0	BASE 0-6" DIRTY	Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
4 1	BASE TYPE 1 (STATE)	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.95"/>	Total: <input type="text" value="\$9.95"/>
4 2	BASE TYPE 5 (STATE)	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.95"/>	Total: <input type="text" value="\$9.95"/>
4 3	BELT/WASTE CRUSHER SCREENINGS	Quantity: <u> 1 </u> UOM: <u> LOAD </u>	Price: <input type="text" value="\$20.00"/>	Total: <input type="text" value="\$20.00"/>

4 4	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$16.95"/>	Total: <input type="text" value="\$16.95"/>
4 5	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$16.95"/>	Total: <input type="text" value="\$16.95"/>
4 6	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
4 7	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$12.45"/>	Total: <input type="text" value="\$12.45"/>
4 8	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
4 9	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 0	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.45"/>	Total: <input type="text" value="\$9.45"/>
5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 2	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$9.95"/>	Total: <input type="text" value="\$9.95"/>
5 3	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 4	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$7.45"/>	Total: <input type="text" value="\$7.45"/>
5 5	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 6	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 7	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>		No Bid
5 8	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$23.00"/>	Total: <input type="text" value="\$23.00"/>

5 9	SHOT ROCK	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$6.95"/>	Total: <input type="text" value="\$6.95"/>
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6 0	RIP RAP	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$23.00"/>	Total: <input type="text" value="\$23.00"/>
		Supplier Notes: <input type="text" value="18-24"/>		

6 1	ICE CONTROL	Quantity: <u> 1 </u> UOM: <u> TON </u>	Price: <input type="text" value="\$18.95"/>	Total: <input type="text" value="\$18.95"/>
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Response Total: \$366.35

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.

STATE OF Missouri)
)ss.
COUNTY OF Taney)

Before me, the undersigned Notary Public, in and for the County of Taney,

State of Missouri, personally appeared Joel Simmons (Name) who is
Vice President (Title) of Table Rock Asphalt Const. (Name of company)

(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State
of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.

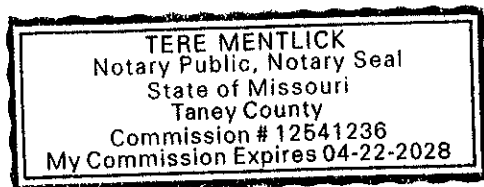
Joel Simmons
Signature

Name: Joel Simmons

Subscribed and sworn to before me this 24 day of February, 2025.

Tere Mentlick
Notary Public

My commission expires: 4-22-2028



CHRISTIAN COUNTY MISSOURI

**Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
) ss.
COUNTY OF Taney)

Before me, the undersigned Notary Public, in and for the County of

Taney,

State of Missouri, personally appeared Joel Simmons (Name)
who is Vice President (Title) of Table Rock Asphalt Construction
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability
company), and is authorized to make this affidavit, and being duly sworn upon oath deposes
and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

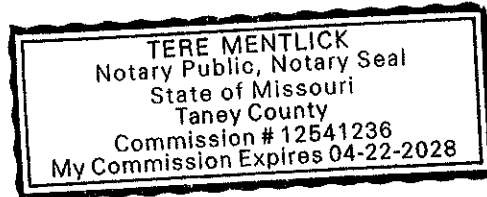
[Signature]
Signature

Name: Joel Simmons

Subscribed and sworn to before me this 24 day of February, 2025.

Tere Mentlick
Notary Public

My commission expires: 4-22-2028



REFERENCES FOR MATERIAL SUPPLY

Taney County Road & Bridge

123 David Street

Forsyth, MO. 65653

417-546-7710

MoDOT Southwest

3025 East Kearney

M.P.O. Box 868

Springfield, MO 65801

417-895-7600

Christian County Road Department

1106 W Jackson St


Ozark, MO 65721

417-582-4389

DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name <input type="text" value="TRAC Materials, INC."/>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <input type="text" value="Table Rock Asphalt Const. Co., Inc."/>
Mailing Address <input type="text" value="310 N. Commercial"/>	IRS Form 1099 Mailing Address <input type="text" value="P.O. Box 1165"/>
City, State, Zip Code <input type="text" value="Branson, MO. 65616"/>	City, State, Zip Code <input type="text" value="Branson, MO. 65615"/>

Contact Person <input type="text" value="Joel Simmons"/>	Email Address: <input type="text" value="joel@tablerockasphalt.com"/>
Phone Number <input type="text" value="417-334-2144"/>	Fax Number: <input type="text" value="417-334-2157"/>
Authorized Signature 	Date <input type="text" value="2/24/2025"/>

HAUL RATE SHEET

****All prices are F.O.B (No Haul Rate Sheet Included)**



2025-2 Addendum 2 Vance Brothers, Inc. Supplier Response

Event Information

Number: 2025-2 Addendum 2
Title: COUNTYWIDE ROAD RESURFACING & AGGREGATES
Type: Invitation to Bid
Issue Date: 2/6/2025
Deadline: 2/25/2025 09:00 AM (CT)
Notes: **ADDENDUM TWO**
2/14/2025

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q3: Bid item #8 states “MILLING OF ROADWAY (2” DEPTH, 12’ WIDTH)” Please confirm the locations where milling is requested and please clarify the width of the milling.

A3: Flora & S Rose, Common I. Both are 14’ wide.

Q4: Please clarify the location of hot-mix asphalt paving on Honeysuckle Rd.

A4: From State Hwy P +/- 7200’

Q5: Please clarify if the gravel portions of N Rose Ave., Cardinal Ln., W Oriole Dr., and E Oriole Dr., are to be paved with asphalt.

A5: Only N Rose, which is +/- 285' of base rock. All others are just overlays of existing chip and seal.

Quantities are subject to change.

There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM TWO.

**ADDENDUM ONE
2/14/2025**

Below are questions asked by prospective bidders, and the official answers from Christian County.

Q1: I was wanting to know if a map was able to be provided for all the roads? I am having trouble with the following. Blackberry lane Cardinal Lane Flora Road S Emma Old Riverdale Honeysuckle

A1: We don't have a map but:
Blackberry Ln – Sparta
Cardinal, Flora, Emma – Chadwick (within the main town area)
Old Riverdale – Nixa
Honeysuckle – Clever
I would recommend using our County's GIS to find roadways.
<https://christiangis.integritygis.com/H5/Index.html?viewer=christian>

Q2: Can we get a quantity of chip seal and a quantity for the asphalt overlay? Last year, you had a widening project are you not going to do that this year?

A2:
Single Coat Chip & Seal: +/- 108,000 SY
Double Coat Chip & Seal: +/- 47,500 SY
Asphalt: +/- 12,400 Tons
Widening: +/- 900 SY
Quantities are subject to change.
There are no minimum or maximum quantities guaranteed.

All else remains the same.

END OF ADDENDUM ONE.

Christian County invites qualified vendors to submit responses for the **ITB #2025- Countywide Road Resurfacing & Aggregates** in accordance with the requirements stated herein. See Bid Specifications in **ATTACHMENTS TAB**.

QUESTIONS:

Questions should be **submitted online through the Christian County Electronic Bidding portal** before 9:00 a.m. February 18, 2025.

PROJECT GOAL: The Christian County Commission is accepting bids for the following products and services: Hot-Mix laid in place and F.O.B. and miscellaneous items associated with only Hot Mix bids, Cold-Mix, Rock/Aggregate, Crack Sealing and Chip & Seal. The Christian County Commission reserves the right to refuse or reject any and all bids and waive any formality or irregularity in any bid received. The Commission reserves the right to make awards to other than the low bidder, or multiple bidders, if such award(s) is deemed to be in the county's best interest.

The **2025 Projects List** is available to review in the **ATTACHMENTS TAB**.

SUBMITTAL:

Christian County submittal must be by the Christian County online bidding portal. No other submissions will be accepted.

Bids are due by February 25, 2025 and will close at 9:00 a.m.

Register as a vendor at:

<https://www.christiancountymo.gov/bidding-opportunities/>. Contact purchasing at 417-582-4309 or email to purchasing@christiancountymo.gov for help in registering your company.

TERM:

The is for a one year contract which will begin March 15, 2025 through March 14, 2026. The County reserves the right to **renew the contract for two (2) additional one (1) year periods**.

Christian County reserves the right to make single or multiple awards for this solicitation. All contracts by the County are nonexclusive contracts. Renewals, if optioned, must be approved by the Highway Administrator, Purchasing Manager, and ultimately County Commission.

Note: *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.

QUOTES:

After contracts have been executed and when there is a specific job for the county, the county may request a written quote. Should the county accept the written quote, a purchase order will be requested with a not-to-exceed amount.

LOWEST PRICES AVAILABLE TO STATE AND LOCAL GOVERNMENTS:

The vendor must provide the lowest price available to state and local governments. If a cooperative or state of Missouri contract is being used to provide the pricing please indicate the cooperative and contract number. Note: Christian County does not belong to all cooperatives.

FIRM FIXED PRICING EACH YEAR:

We anticipate this contract will be a **firm fixed** contract for **one calendar year from the start of the contract.**

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.

ESCALATION/DE-ESCALATION:

Bid prices shall remain firm for a period of one (1) year from the start of the contract date listed on the award letter. The contract prices may be changed after that time for the following reasons:

1. An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase the vendor's margin of profit.
2. All written requests for price increases must include backup documentation as to the nature of the increase and shall be submitted to the County Purchasing Manager at least sixty (60) calendar days prior to the scheduled price increase/decrease or renewal of the contract. Approval of each request shall be by written confirmation from the County Commission in an renewal award letter. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to terminate the contract with the vendor.
3. Any price decline at the manufacturers level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify purchasing of said decline.

MINIMUM AND MAXIMUM:

There are no minimum or maximum quantities guaranteed for this contract.

IDEMNIFICATION:

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

TERMS AND CONDITIONS:

View under ATTACHMENTS TAB.

HISTORY:

Christian County is a first-class county without a charter form of government. The governing body of Christian County is the County Commission. The Commission consists of a Presiding Commissioner, a Western Commissioner, and an Eastern Commissioner. Its county seat is Ozark, Missouri. The County was organized in 1959 and continues to be one of the fastest-growing counties in the state. Cities in Christian County include Billings, Clever, Fremont Hills, Highlandville, Nixa, Ozark, Sparta and Village of Saddlebrooke.

Contact Information

Contact: Kim Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Address: Christian County Purchasing

202 West Elm Street

Ozark, MO 65721

Phone: 1 (417) 582-4309

Email: purchasing@christiancountymo.gov

Vance Brothers, Inc. Information

Address: 5201 Brighton Ave
Kansas City, MO 64130
Phone: (816) 823-4325

By submitting your response, you certify that you are authorized to represent and bind your company.

Shawn Brost

Signature

Submitted at 2/21/2025 03:02:14 PM (CT)

asewell@vancebrothers.com

Email

Requested Attachments

HAUL RATE SHEET

HAUL RATE SHEET.pdf

<div>Attach the Haul Rate Sheet(s) here. </div> <div> </div> <div>Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.</div> <div> </div> <div>Note: </div> If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.</div>

DECLARATION PAGE MUST BE UPLOADED HERE

Declaration Page.pdf

By signing this, you are declaring that you are an authorized officer of the company legally allowed to enter into a contract with Christian County.

FIRM QUALIFICATIONS

Firm Qualifications.pdf

Please attach the firm qualifications listed in the ATTRIBUTES TAB Line #30

E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM

E-Verify Affidavit of Compliance and MOU Form.pdf

<div>E-VERIFY AFFIDAVIT OF COMPLIANCE AND MOU FORM</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT

Anit-Discrimination Against Israel Act Affidavit.pdf

<div>ANTI-DISCRIMINATION AGAINST ISRAEL ACT AFFIDAVIT</div> <div>NOT REQUIRED IF THE CONTRACT IS LESS THAN \$100K.</div>

Response Attachments

Supplier Information Form - Vance Brothers, LLC.pdf

Supplier information form.

Bid Attributes

1 Christian County Terms and Conditions

Please download and thoroughly review the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS and acknowledge your acceptance below.

Vance Brothers, LLC accepts the Christian County Terms and Conditions.

2 No Deviations or Exceptions
I certify that there are NO DEVIATIONS OR EXCEPTIONS from the attached specific Terms and Conditions, and Specifications.
SEE ATTACHED T&C'S AND SPECIFICATIONS UNDER THE ATTACHMENTS TAB.

3 Exceptions to Christian County Bidder Requirements Terms and Conditions
Exceptions to Christian County Bidder Requirements Terms and Conditions
If responder indicated, above, there are exceptions to the CHRISTIAN COUNTY BIDDER RESPONSIBILITIES & TERMS AND CONDITIONS please provide details below. If no exceptions, please enter N/A.

4 Exceptions and Deviations to Specifications and Items
If your company intends to deviate from the Specifications listed in the attached documents, all such deviations and exceptions must be listed here, with complete and detailed conditions and information included. The County may consider any deviations or exceptions to its specifications or items in its bid award decisions. The County reserves the right to accept or reject any proposals based upon any deviations or exceptions as indicated below. If no exceptions, please enter N/A.

5 Debarment or Suspension Certification
Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement of good or services equal to or in excess of \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organizations and its principals are not suspended or debarred.

(I) Certifies 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 of agency under the Federal OMB, A-102, common rule.

Failure to certify will render bidder non-responsive and will not be considered for award.

6 Submission Responses
Submission Responses
All submittal responses must be submitted online via our electronic system. No fax or email submissions will be accepted.

7 Communications Statement
Contact between vendors and Christian County personnel during the proposal process or evaluation process is prohibited. Any attempt by vendors during the proposal process to contact Christian County personnel may result in disqualification. All communication shall go through the Purchasing question portal during this competitive process. All questions received and the corresponding answers will be distributed to all bidders. No verbal responses will be provided. The deadline for questions about this proposal is stated in the Bid Activities and the County will not respond to questions after this time and date. Response to questions will be posted in the form of an addendum to this proposal. The vendors will be responsible for checking the website for any posted addenda.

8 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 declaration page and acknowledging any amendment submitted 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.

9 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.

10 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.

11 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.

12 Prevailing Wage Requirements

This contract may be subject to the prevailing wage law. It is agreed that all workman employed by Contractor and any subcontractor under him will be paid not less than the prevailing wage as determined by Missouri Department of Labor and Industrial Relations and Annual Wage Order, and any amendments, attached hereto and made a part hereof. Contractor shall forfeit as a penalty to the Christian County Commission of Ozark, Missouri, \$100.00 for each workman employed, for each calendar day or portion thereof, such workman is paid less than said wage for work done pursuant to this Contract.

It is agreed that the Contract or sums payable to Contractor for the performance of this agreement are not subject to increase as a result of any change in the amount of such wage determined pursuant to Section 290.210 et. seq. R.S.Mo., Prevailing wages for renewal years will be the then current Annual Wage Order in effect at the time of renewal and any amendments, if applicable. Per HB 1729 which went into effect August 28, 2018, projects valued under \$75,000 are not subject to prevailing wage, and no project may be split up to avoid paying prevailing wage rates. Recognized **Annual Wage Order (AWO) 31, Effective March 8, 2024.**

Copies of the referenced AWO are available at the Missouri Department of Labor’s website: [Annual Wage Order No. 31](#)

The Contractor shall be required to complete an affidavit stating that he or she has complied with the prevailing wage law prior to final payment by Christian County. This affidavit is available at the following website or upon request: <https://labor.mo.gov/media/pdf/pw-4-ai>.

**1
3 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 \$3.86 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.86 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.

**1
4 Insurance Requirements**

Insurance Requirements are attached under the ATTACHMENTS Tab.

**1
5 Transient Employer Law - Required after award is made, if applicable**

Any nonresident or foreign companies who employ people in Missouri must provide:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law (285.230 R.S.Mo. et seq.); or
2. Proof of exemption from Section 285.230 R.S.Mo.

A Certificate of Compliance or proof of exemption must be submitted to Christian County Purchasing in regards to the transient employer law. Questions? See <http://dor.mo.gov/business/register/> or call (573) 751-0459.

Non-Discrimination Assurance

With regard to work under this Agreement, the Contractor agrees as follows:

- Civil Rights Statutes: The Contractor shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d and 2000e, et seq.), as well as any applicable titles of the “Americans with Disabilities Act” (42 U.S.C. § 12101, et seq.). In addition, if the Contractor is providing services or operating programs on behalf of the department or the Commission, it shall comply with all applicable provisions of Title II of the “Americans with Disabilities Act”.
- Nondiscrimination: The Contractor covenants for itself, its assigns, and all persons claiming under or through it, that there shall be no discrimination against any person on grounds of race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment in the performance of this Agreement. The County shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. § 21.5, including employment practices.
- Anti-discrimination Against Israel Act Requirement: Pursuant to RSMo. §34.600, Christian County Missouri is prohibited from entering into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00); or, for companies with fewer than ten (10) employees. Completion of an affidavit form provided by Christian County which certifies that a company does not currently, and will not for the duration of this contract, engage in any of the types of boycotts listed in RSMo. §34.600, is a condition precedent required as a condition of award.
- Solicitations for Subcontracts, including procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the Contractor. These apply to all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the Contractor of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.
- Information and Reports: The Contractor shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the Contractor in the exclusive possession of any other who fails or refuses to furnish this information, the Contractor shall so certify to the County as appropriate and shall set forth what efforts it has made to obtain the information.
- Sanctions for Noncompliance: In the event the Contractor fails to comply with the nondiscrimination provisions of this Agreement, the County shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

- o Withholding of payments under this Agreement until the Contractor complies; and/or
- o Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

1
7 **E-Verify Affidavit**

Contractor shall comply with the provisions of Missouri Revisor of Statutes Sections 285.525 through 285.550., from the commencement until the termination of this Agreement. For any contract over \$5,000 and for any public works project contract the Contractor shall provide County an acceptable notarized Affidavit stating:

- That Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- That Contractor does not knowingly employ any person who is an authorized alien in connection with the contracted services.

Additionally, Contractor must provide County with documentation evidencing current enrollment in a federal work authorization program (e.g., electronic signatory page from E-verified program's memo of understanding).

1
8 **Invoices**

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St, 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 the department with invoices and statements of accounts monthly 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.

1
9 **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.

20 Schedule

The vendor shall ensure that services are performed in a manner 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 contactor

21 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.

22 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.

23 Determination for Award

The award shall be made to the lowest priced and best 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.

2
4 **Attachments Required**
Be sure to upload all required documents and forms to the **"RESPONSE ATTACHMENTS"** tab of this bid event.

2
5 **Section 2**
BID REQUIREMENTS
The following items require an answer

2
6 **Conflict of Interest Questionnaire**
Does this vendor have Conflict of Interest with Christian County?

2
7 **Conflict of Interest pt. 2**
If responder stated there is a conflict of interest with the Christian County, please list the name and details below. If no conflict exists, enter N/A.

2
8 **Felony Conviction Details**
If your firm is owned or operated by anyone who has been convicted of a felony, please list their name and the details of the conviction. If not applicable, please enter N/A (not applicable).

2
9 **Anti-Collusion Statement**
I affirm that I am duly authorized to execute this contract; that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.
 I agree.

3
0 **FIRM QUALIFICATIONS - ATTACH THIS DOCUMENT UNDER RESPONSE ATTACHMENTS**
Bidder to provide complete details as to how their firm is qualified to perform the work identified within this ITB. Details should include, but not necessarily be limited to:

- Applicable job/contract history including references (complete with owner contact information) from jobs/contracts similar in scope to this ITB.
- Provide the project manager name, contact information.
- Provide any certifications you may have for the industry standards.
- General company information (years in business, name changes, etc.)
- Information on applicable prior projects completed for Christian County Commission.

Responder will attach a document, on vendor's letter, via the Response Attachment tab, specifying the details noted above.

3
1 **COLD MIX PLANT LOCATION**
Provide the Cold Mix Plant Location below.
If this does not apply to your bid then write N/A.

3 2 HAUL RATE SHEETS *SEE INFO IN NOTE AREA

Attach the Haul Rate Sheet(s) here.

Note: For Rock/Aggregate Supply Bid, if the Haul Rate Sheet for Quarry Rock is different than Hot Mix Asphalt then Upload two pages.

Note: If you do not have a Haul Rate Sheet, please upload a sheet of paper that states not applicable.

Sheet of paper uploaded.

3 3 RENEWALS

OPTIONAL RENEWALS:

This contract shall be valid for a period of one (1) year from the date of the award. Christian County will have the sole option to extend the agreement period in one-year increments, or any portion thereof, for a total cumulative period of two (2) additional years. If exercised, the option shall be executed at the same prices as quoted herein unless there is a material reason with justification

subject to a maximum percentage of increase, if any, quoted by the bidder above for each applicable option period. All percentages of increased stated shall be computed against the previous year's agreement prices.

Note: The renewal dates below are anticipated dates.

20% max increase per year.

3 4 RENEWAL #1 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2026 – March 14, 2027 Max Increase Not to Exceed: _____%.

20%

3 5 RENEWAL #2 ENTER MAXIMUM INCREASE NOT TO EXCEED

First Renewal (Year 2) March 15, 2027 – March 14, 2028 Max Increase Not to Exceed: _____%.

20%

3 6 THREE REFERENCES REQUIRED

Please enter below the three references you have worked for in the past five years in a similar scope and size projects. If you have worked for Christian County before in this scope, please use us as a reference.

3 7 REFERENCE #1

List three (3) business references:

Company Name
Contact Name:
Address City State Zip
Business Phone Business
Email

Missouri Department of Transportation James Gillespie, Resident Engineer 1303 Mitchell Ave. 64601 660-646-3218 james.gillespie@modot.mo.gov

3 8	REFERENCE #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;"> Pulaski County, AR Matthew Breckenridge, PE 3200 Brown Street, Little Rock, AR 72204 501-340-6800 mbreckenridge@pulaskicounty.net </div>
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3 9	REFERENCE #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email <div style="border: 1px solid black; padding: 2px;"> Kansas Department of Transportation Blair Heptig, Field Engineer 700 SW Harrison, Topeka, KS 66603 785-296-3566 blair.heptig@ks.gov </div>
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4 0	Cooperative Procurement The vendor should indicate by checking "Yes" or "No" if the vendor will honor the submitted prices and terms for purchase by other entities that participate in cooperative purchasing with Christian County, Missouri. Note: Indicating no will not affect the evaluation of your bid. <input type="checkbox"/> Yes
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Bid Lines

1	<u>HOT MIX ASPHALT</u> Attach Haul Rate Sheet Under Response Attachment Tab #1 -
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2	FURNISH & INSTALL (LAID) BP-1, BP-2, 0% RECYCLED ASPHALT (RAP) CONTENT. Quantity: <u> 1 </u> UOM: <u> TON </u> No Bid Item Notes: Hot Mix Specifications Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid.
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**3 FURNISH & INSTALL (LAID)
BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**4 FURNISH & INSTALL (LAID)
SUPERPAVE**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

**5 F.O.B. BP-1, BP-2, 0% RECYCLED ASPHALT (RAP)
CONTENT**

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

6 F.O.B. BP-1, BP-2, RECYCLED ASPHALT (RAP) ALLOWED

Quantity: 1 UOM: TON

No Bid

Item Notes: Hot Mix Specifications

Hot mix bid shall be based on MoDOT Standard Specifications for Highway Construction, Section 401 in addition to MoDOT's EPG Section 450. Mix designs for the County may include for BP-1, BP-2 or Superpave. Prices are to be bid laid in place, compacted, with tack coat included. A Freight on Board (F.O.B.) price is also requested. A mix design will be required by the County and all matching tickets must reference the approved mix. Hot mix bids shall state all plant locations from where material will be available. Please attach a haul rate sheet with your bid

7	<p>MILLING OF HEADERS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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8	<p>MILLING OF ROADWAY (2" DEPTH, 12' WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: MILLINGS MAY BE RETAINED BY CHRISTIAN COUNTY. HAUL AND DELIVERY WILL BE COORDINATED WITH EACH PROJECT.</p> <p style="margin-left: 40px;">Milling Specifications For milling of roadway surface, please refer to MoDOT Standard Specifications for Highway Construction, Section 622.10 for requirements and basis of payment.</p>	No Bid
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9	<p>EDGE WIDENING (6" DEPTH, 12" WIDTH)</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u></p> <p>Item Notes: INCLUDES LABOR, EQUIPMENT, AND MATERIAL TO WIDEN ROADWAYS. THE COST OF THE MATERIAL (HOT MIX) WILL BE INCLUDED IN YOUR TOTAL TONNAGE FOR THAT ROADWAY - DO NOT INCLUDE IT HERE.</p> <p style="margin-left: 40px;">THIS IS THE COST FOR LABOR AND EQUIPMENT TO PROVIDE AREA FOR WIDENING AND PULL SHOULDERS BACK WHEN PAVING IS COMPLETED.</p>	No Bid
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10	<p>PAVEMENT CORES</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes:</p>	No Bid
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11	<p>STRIPING 6" DOUBLE YELLOW CENTERLINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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12	<p>STRIPING 6" WHITE EDGE LINE.</p> <p>Quantity: <u> 1 </u> UOM: <u> LF </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p>	No Bid
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1 3	<p>STRIPING, MISC. ITEMS</p> <p>Quantity: <u> 1 </u> UOM: <u> EA </u></p> <p>Item Notes: STRIPING SHALL BE ONLY ON NEW PAVED ROADWAYS AS PART OF THIS CONTRACT. NO STRIPING WILL BE REQUIRED OUTSIDE OF PAVING WORK ORDERS ISSUED AS PART OF THIS MASTER CONTRACT.</p> <p>THIS INCLUDES STOP BARS AND TURN ARROWS, AS NECESSARY.</p> <p style="text-align: right;">No Bid</p>
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1 4	<p><u>COLD MIX ASPHALT</u></p> <p>Note: <u>Enter Cold Mix Plant Location under Attributes Tab #31</u></p> <p style="text-align: center;">-</p>
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1 5	<p>F.O.B. COLD MIX</p> <p>MIX NAME: (Place MIX NAME under Manufacturers Name) - If this is a no bid write NA under Manufacturer's Name and number</p> <p>Quantity: <u> 1 </u> UOM: <u> TON </u></p> <p>Item Notes: Cold Mix Specifications: Cold mix bid shall meet all specifications of ASTM D4215. A mix design will be required by the County and all matching tickets must reference the approved mix.</p> <p style="text-align: right;">No Bid</p>
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1 6	<p><u>CHIP & SEAL</u></p> <p>REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES</p> <p><u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u></p> <p>COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO.</p> <p>COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO</p>
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1 7	<p>SINGLE COAT, MC3000 - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$4.50"/> Total: <input type="text" value="\$4.50"/></p>
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1 8	<p>SINGLE COAT, MC3000 - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$4.50"/> Total: <input type="text" value="\$4.50"/></p>
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1 9	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$4.25"/> Total: <input type="text" value="\$4.25"/></p>
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2 0	<p>SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING</p> <p>Quantity: <u> 1 </u> UOM: <u> SY </u> Price: <input type="text" value="\$4.25"/> Total: <input type="text" value="\$4.25"/></p>
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2 1	DOUBLE COAT, MC3000 & PRIME COAT - COMMON I PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$9.25"/>	Total: <input type="text" value="\$9.25"/>
2 2	DOUBLE COAT, MC3000 & PRIME COAT - COMMON II PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$9.25"/>	Total: <input type="text" value="\$9.25"/>
2 3	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$7.50"/>	Total: <input type="text" value="\$7.50"/>
2 4	DOUBLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$7.50"/>	Total: <input type="text" value="\$7.50"/>
2 5	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON I PRICING.	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$0.50"/>	Total: <input type="text" value="\$0.50"/>
	Item Notes: INCLUDES PRIME			
2 6	ADDITIONAL COST, PER COAT, OF PRECOATED ROCK - COMMON II PRICING.	Quantity: <u> 1 </u> UOM: <u> SY </u>	Price: <input type="text" value="\$0.50"/>	Total: <input type="text" value="\$0.50"/>
	Item Notes: INCLUDES PRIME			
2 7	<u>CRACK SEALING</u>			
	-			
2 8	ASPHALT RUBBER CRACK SEAL (IN PLACE).	Quantity: <u> 1 </u> UOM: <u> GAL </u>	No Bid	
	Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.			
2 9	ASPHALT RUBBER CRACK SEAL (IN PLACE)	Quantity: <u> 1 </u> UOM: <u> POUND </u>	No Bid	
	Item Notes: EXCEPTION: YOU CAN PROVIDE ALTERNATE UNIT OF MEASURE.			
3 0	ROCK/AGGREGATE SUPPLY			
	Item Notes: Please review Bid Specifications & Item Notes			
3 1	BASE 1/4"	Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid	

3 2	BASE 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 3	BASE 1" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 4	BASE 1" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 5	BASE 1 - 1/2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 6	BASE 1 - 1/2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 7	BASE 2" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 8	BASE 2" COMMERCIAL/DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
3 9	BASE 0-6" CLEAN Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 0	BASE 0-6" DIRTY Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 1	BASE TYPE 1 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 2	BASE TYPE 5 (STATE) Quantity: <u> 1 </u> UOM: <u> TON </u>	No Bid
4 3	BELT/WASTE CRUSHER SCREENINGS Quantity: <u> 1 </u> UOM: <u> LOAD </u>	No Bid

4 4	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
4 5	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
4 6	ROCK 5/8" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
4 7	ROCK 3/4" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
4 8	ROCK 1" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
4 9	ROCK 1 - 1/2" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 0	ROCK 2" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 2	ROCK 2-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 3	ROCK 3-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 4	ROCK 4" MINUS Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 5	ROCK 4-6" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 6	ROCK 4-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 7	ROCK 6-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 8	ROCK 8-10" Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
5 9	SHOT ROCK Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>

60	RIP RAP Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
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61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>
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Response Total: \$52.00

HAUL RATE SHEET

Vance Brothers, LLC is only bidding on the chip seal portion of this project so there is not a Haul Rate Sheet to attach as it does not apply.

CHRISTIAN COUNTY MISSOURI

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Before me, the undersigned Notary Public, in and for the County of Jackson,

State of Missouri, personally appeared Shawn Brost (Name)
who is Vice President (Title) of Vance Brothers, LLC
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

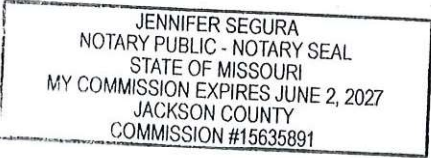


Signature [Handwritten Signature] Vice President
Name: Shawn Brost

Subscribed and sworn to before me this 21st day of February, 2025.

Jennifer Segura
Notary Public

My commission expires: June 2, 2027



MEMORANDUM FOR THE DIRECTOR OF THE OFFICE OF IMMIGRATION AND CUSTOMS AND BORDER PROTECTION

MEMORANDUM FOR THE DIRECTOR OF IMMIGRATION AND CUSTOMS AND BORDER PROTECTION

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Vance Brothers, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

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).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish 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

Company ID Number: 142617

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

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

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 Operations at 888-464-4218.

Employer Vance Brothers, Inc.

John Yeldell

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

CHRISTIAN COUNTY MISSOURI

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Before me, the undersigned Notary Public, in and for the County of Jackson,

State of Missouri, personally appeared Shawn Brost (Name)
who is Vice President (Title) of Vance Brothers, LLC
(Name of company) (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
(2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

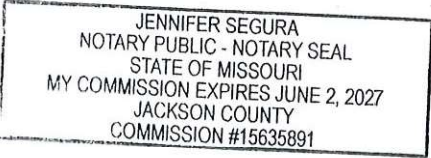


Signature [Handwritten Signature] Vice President
Name: Shawn Brost

Subscribed and sworn to before me this 21st day of February, 2025.

Jennifer Segura
Notary Public

My commission expires: June 2, 2027



MEMORANDUM FOR THE DIRECTOR OF THE OFFICE OF IMMIGRATION AND CUSTOMS AND BORDER PROTECTION

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2. The 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. The 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. The 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 the 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).
4. SSA agrees to establish 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 and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to establish 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

Company ID Number: 142617

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

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

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 Operations at 888-464-4218.

Employer Vance Brothers, Inc.

John Yeldell

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

08/06/2008

Signature

Date

CHRISTIAN COUNTY MISSOURI

AFFIDAVIT OF COMPLIANCE WITH SECTION 34.600 R.S.MO., ET SEQ.
FOR CONTRACTS OVER \$100,000.00 OR AN EMPLOYER WITH 10 OR MORE
EMPLOYEES.

STATE OF Missouri)
)ss.
COUNTY OF Jackson)

Before me, the undersigned Notary Public, in and for the County of Jackson,
State of Missouri, personally appeared Shawn Brost (Name) who is
Vice President (Title) of Vance Brothers, LLC (Name of company)
(a corporation) (a partnership) (a sole proprietorship) (a limited liability company), hereinafter
referred to as "Company" and after being duly sworn did depose and say:

1) that pursuant to RSMo. §34.600, Company is not currently engaged in, and shall not,
for the duration of the contract with Christian County Missouri, engage in a "Boycott of the State
of Israel" (as defined in RSMo. §34.600) in regards to:

- a. Goods or services from the State of Israel;
- b. Companies doing business in, or with, the State of Israel;
- c. Companies authorized by, licensed by, or organized under the laws of the
State of Israel; or,
- d. Persons or entities doing business in the State of Israel.

The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.



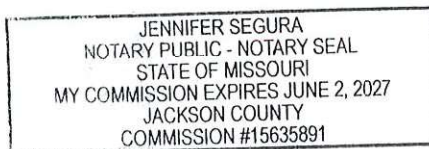
[Signature]
Signature Vice President

Name: Shawn Brost

Subscribed and sworn to before me this 21st day of February, 2025.

[Signature]
Notary Public

My commission expires: June 2, 2027



Supplier Information

Company Name: Vance Brothers, LLC
Contact Name: Arthur Sewell
Address: 5201 Brighton Ave
Kansas City, MO 64130

Phone: 816-923-4325
Fax: 816-922-8001
Email: asewell@vancebrothers.com

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Shawn Brost
Print Name

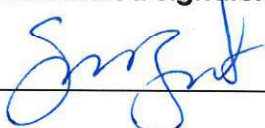

Signature Vice President



DECLARATION PAGE

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. By signing this document, you certify that the company you represent is not disbarred by the U.S. government under the SAM.gov website and/or any entity in the state of Missouri. 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. **An authorized Company representative's signature is required below to confirm understanding of this statement.**

Doing Business as (DBA) Name <i>Vance Brothers, LLC</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address <i>PO Box 300107, 5201 Brighton Ave</i>	IRS Form 1099 Mailing Address <i>PO Box 300107, 5201 Brighton Ave.</i>
City, State, Zip Code <i>Kansas City, MO 64130</i>	City, State, Zip Code <i>Kansas City, MO 64130</i>

Contact Person <i>Shawn Brost</i>	Email Address: <i>asewell@vancebrothers.com</i>
Phone Number <i>816-923-4325</i>	Fax Number: <i>816-922-8001</i>
Authorized Signature 	Date <i>2/21/25</i>



February 20, 2025

Vance Brothers, LLC Qualifications

To Whom it May Concern:

Vance Brothers, Inc. was incorporated in the State of Missouri 12/31/1958 and has served the construction industry for 100 years providing asphalt products and services. Our reputation for providing quality services is known throughout Missouri, Kansas, Oklahoma, Arkansas and various other states. We work extensively with Departments of Transportation across these and other states as well as cities and counties covering various products such as chip seal, crack seal and micro surfacing.

On 11/1/2024 Vance Brothers' Company Name changed to Vance Brothers, LLC. The Tax ID remained the same.

Our previous job/contract history includes the following:

KDOT K170 Multi County Chip Seal 2024
4200 West US 50, Emporia, KS 66801
Dustin Hardin, 620-591-7001, dustin.hardin@ks.gov

KDOT US-24 Scrub and Chip Seal 2024
1425 West Highway 24, Wamego, KS 66547
Damian Rottinghaus, 785-456-2353, damian.rottinghaus@ks.gov

MODOT 230616-A01 I-35 Harrison County Chip Seal 2024
28320 250th Street, Maryville, MO 64468
Krista Strong, 660-582-3300, krista.strong@modot.mo.gov

Vance Brothers also completed work for Christian County in 2022 on the Annual Contract for County-Wide Road Resurfacing & Aggregates Project. The Commodity Order Number for that work was C2022-207 and the individual PO's were REQ0026891 and REQ0026889.

Vance Brothers has all the required certifications required to perform this work. Our flaggers are ATSSA trained and certified. All employees will have the necessary OSHA training and our leadership trains each employee extensively in each role they will be assigned to. Our equipment also goes through calibration processes before each season begins and as needed for each project.

The Project Manager for this work will be Rob Lyons. He can be reached at 816-507-3648 or rlyons@vancebrothers.com. A full resume can be provided upon request, however he has spent the entirety of his professional career at Vance Brothers. He started 24 years ago as a laborer on one of our construction teams and worked his way up to foreman, superintendent and now his current role of Project Manager, which he has been in for the past two years. He has filled each role required on a chip seal crew including laborer, distributor operator, chipper operator, flagger and traffic control supervisor. He understands what each role demands and works with his team to complete each project to the satisfaction of each Owner.



CHRISTIAN COUNTY, MISSOURI

Proclamation

WHEREAS, the purchasing profession has a significant role in the quality, efficiency, and profitability of businesses and government throughout the United States; and

WHEREAS, the purchasing profession works for private and public, profit and nonprofit organizations; and

WHEREAS, purchasing professionals in other public and private organizations have tremendous influence on the economic conditions in the United States, with accumulative purchasing power running into the billions of dollars; and

WHEREAS, the County of Christian purchasing professionals are committed to providing high-caliber strategic, logistical, and operational support to all departments within the County of Christian; and

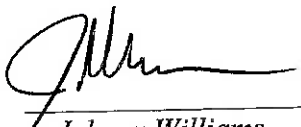
WHEREAS, Christian County Purchasing, members of NIGP—the Institute of Public Procurement, the Missouri Association of Public Purchasing, and other organizations around the globe—are holding activities and special events to further educate and inform the public on the role of purchasing within businesses, industries, and governments.

NOW, THEREFORE, I, Lynn Morris, Presiding Commissioner of Christian County, Missouri, along with my fellow Commissioners, do hereby proclaim March 2025 to be

PURCHASING MONTH

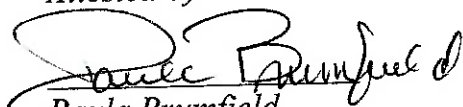
in the County of Christian and urge all citizens to join the County in recognizing the role of the purchasing profession within business, industry, and government.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the County of Christian to be affixed this 13th day of March, 2025.


Johnny Williams
Western Commissioner


Lynn Morris
Presiding Commissioner


Bradley A. Jackson
Eastern Commissioner

Attested by:

Paula Brumfield
Christian County Clerk



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

March 13, 2025

Online Solutions, LLC (DBA Citizenserve)
1101 E Warner
Suite 160
Tempe, AZ 85284
ATTN: Kara McFall, PMP
800-325-9818 x709
kara@citizenserve.com

RE: #2022-25 Planning & Developing Software

The Christian County Commission voted in session today to renew the contract for Planning & Developing Software to Online Solutions, LLC (DBA Citizenserve).

The contract (originally awarded in 2022) was for a one-year period with the option of renewing for four additional one-year periods. This is the second renewal (year three) of the contract.

Your point of contact will be the Director of Resource Management, Todd Wiesehan. Mr. Wiesehan can be reached at 417-582-4386, or by email at toddw@christiancountymo.gov.

Johnny Williams
Western Commissioner

Date: 3-13-2025

Lynn Morris
Presiding Commissioner

Date: 3/13/25

Bradley A. Jackson
Eastern Commissioner

Date: 3-13-2025