



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

Submitted at 2/25/2025 08:33:45 AM (CT)

taram@cleverstone.com

Email

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>.

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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.

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Insurance Requirements

Insurance Requirements are attached under the ATTACHMENTS Tab.

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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:

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

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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 **HAUL RATE SHEETS *SEE INFO IN NOTE AREA**

2 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.

ATTACHED

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.

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

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

0%

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

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

0%

3 **THREE REFERENCES REQUIRED**

6 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 **REFERENCE #1**

7 List three (3) business references:

Company Name

Contact Name:

Address City State Zip

Business Phone Business

Email

Stone County Road Shane Jennings 108 East 4th Street Galena, Missouri 65656

38	REFERENCE #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email Donelson Construction Co., LLC 1075 Wise Hill Road Clever, MO 6563
39	REFERENCE #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email Christian County Road 1106 W Jackson St Ozark, MO 65721
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. Note: Indicating no will not affect the evaluation of your bid. Yes

Bid Lines

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

**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	MILLING OF HEADERS Quantity: <u> 1 </u> UOM: <u>EA</u> 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
8	MILLING OF ROADWAY (2" DEPTH, 12' WIDTH) Quantity: <u> 1 </u> UOM: <u>SY</u> 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. No Bid
9	EDGE WIDENING (6" DEPTH, 12" WIDTH) Quantity: <u> 1 </u> UOM: <u>SY</u> 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. No Bid
10	PAVEMENT CORES Quantity: <u> 1 </u> UOM: <u>EA</u> Item Notes: No Bid
11	STRIPING 6" DOUBLE YELLOW CENTERLINE. Quantity: <u> 1 </u> UOM: <u>LF</u> 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
12	STRIPING 6" WHITE EDGE LINE. Quantity: <u> 1 </u> UOM: <u>LF</u> 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

1 3	STRIPING, MISC. ITEMS Quantity: <u> 1 </u> UOM: <u> EA </u> 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.	No Bid
1 4	<u>COLD MIX ASPHALT</u> <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: \$66.00 Total: \$66.00 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.	
1 6	<u>CHIP & SEAL</u> REVIEW BOTH BID SPECIFICATIONS AND ITEM NOTES <u>NOTE THAT THERE IS REQUESTED PRICING FOR BOTH OF THE HIGHWAY DEPARTMENT LOCATIONS</u> COMMON I - SPARTA - 8700 E. HIGHWAY 14E, SPARTA, MO. COMMON II - NIXA - 1271 WESTSIDE BOULEVARD, NIXA, MO	
1 7	SINGLE COAT, MC3000 - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
1 8	SINGLE COAT, MC3000 - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
1 9	SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON I PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid
2 0	SINGLE COAT, CRS-2 (OR ALT. MODOT APPROVED) - COMMON II PRICING Quantity: <u> 1 </u> UOM: <u> SY </u>	No Bid

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: \$9.50 Total: \$9.50 Manufacturer: No response Manufacturer #: 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: \$7.50 Total: \$7.50 Manufacturer: No response Manufacturer #: 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: \$7.50 Total: \$7.50	
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: \$3.95 Total: \$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: TON Price: \$7.75 Total: \$7.75 Manufacturer: No response Manufacturer #: No response
44	ROCK 3/8" Quantity: <u> 1 </u> UOM: <u>TON</u> Price: \$14.50 Total: \$14.50
45	ROCK 1/2" Quantity: <u> 1 </u> UOM: <u>TON</u> Price: \$14.50 Total: \$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: \$14.00 Total: \$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: \$13.00 Total: \$13.00

5 1	ROCK 2-4" Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$15.00 Total: \$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>	
	Alternate 1	
	ROCK 6-12"	
	Quantity: <u> 1 </u> UOM: <u> TON </u> Price: \$17.25 Total: \$17.25	
	Manufacturer: No response	
	Manufacturer #: 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: \$17.25 Total: \$17.25	
	Manufacturer: No response	
	Manufacturer #: 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

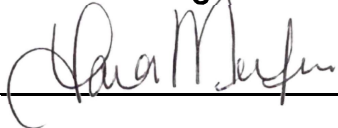
If you have any questions please contact
Tara Meyer 417-743-2694 or taram@cleverstone.com

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.

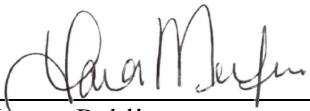
The terms contained in quotations in this affidavit shall have the meanings set forth in Section
34.600.3 RSMo.



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.

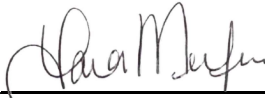
**Documentation of participation in a federal work authorization program is attached to this
affidavit.**



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).

Company ID Number: 180095

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

Company ID Number: 180095

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.

Company ID Number: 180095

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

Company ID Number: 180095

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

Company ID Number: 180095

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.



E-VERIFY IS A SERVICE OF DHS

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		
Telephone Number:	(417) 743 - 2694	Fax Number:	(417) 743 - 2945
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 FAX (A/C, No): (417) 823-7444 E-MAIL ADDRESS: sheri.olson@ollisaa.com
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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ 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 ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ 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	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ 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**CANCELLATION**Christian County Commission
100 W. Church Street

Ozark

MO 65721

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

Sheri Olson

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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.