



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@christiancountymmo.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: </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

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.

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.

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.

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:

- 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.

**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.

attached other place

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.

agree

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: _____%.

10%

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

GREENE COUNTY ADAM HUMPHREY 2065 N. CLIFTON SPRINGFIELD, MO 65803 417-829-6505
AHumphrey@greencountymo.gov

3 8	REFERENCE #2 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email WEBSTER COUNTY COMMISSION MIKE STURDEFANT 101 S CRITTENDEN ST MARSHFIELD, MO 65706 417-830-0512
3 9	REFERENCE #3 List three (3) business references: Company Name Contact Name: Address City State Zip Business Phone Business Email CITY OF SPRINGFIELD PUBLIC WORKS COLTEN HARRIS STREET OPERATIONS SPRINGFIELD, MO 417-874-1212 charris@springfieldmo.gov
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

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> Price: \$80.00 Total: \$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.

**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 HEADERSQuantity: 1 UOM: EA Price: \$1,000.00 Total: \$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: 1 UOM: SY Price: \$4.00 Total: \$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: 1 UOM: SY Price: \$31.00 Total: \$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 CORESQuantity: 1 UOM: EA Price: \$250.00 Total: \$250.00

Item Notes:

11 STRIPING 6" DOUBLE YELLOW CENTERLINE.Quantity: 1 UOM: LF Price: \$3.25 Total: \$3.25Item 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: 1 UOM: LF Price: \$2.50 Total: \$2.50Item 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: \$250.00 Total: \$250.00 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	<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> 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
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>	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>
61	ICE CONTROL Quantity: <u> 1 </u> UOM: <u> TON </u>	<i>No Bid</i>

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

Contact Person	Email Address:
David Foreman	david.foreman@apac.com
Phone Number	Fax Number:
417-868-6700	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

Company ID Number: 165031

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



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 AM 03/01/2016

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

Company Information

Company Name: APAC Central, Inc.

Company ID Number: 165031

Doing Business As (DBA) Name:

DUNS Number:

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

View / Edit

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
03/31/2016 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 Next

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

Previous Next

Next

Cancel

E-Verify

Employment Eligibility Verification



Welcome
Evans Richard

User ID
ERIC2148

Last Login
09:35 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	Betancourt	Erica	(479) 587 - 3339	(479) 443 - 4018	erica.betancourt@apac
Edit	Evans	Richard	(479) 587 - 3356	(479) 684 - 5402	richard.evans@apac
Delete	Debra	Morris	(479) 788 - 6365	(479) 684 - 5402	debra.morris@apac
Edit	Lisa	Chapman	(918) 596 - 2236	(918) 828 - 4543	lisa.chapman@apac
Delete	Kevin	Farmer	(417) 868 - 6714	(417) 868 - 7064	kevin.farmer@apac

Previous Next

Cancel

Save & Continue



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.

Ronda Stidham
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 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 Sprvr

			/ 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

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](#)

