

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 12

In the County Commission of said county, on the 5<sup>th</sup> day of April 20 12

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

Now on this day the County Commission of the County of Boone does hereby award bid 11-15MAR12 – Rolling Hills Road Improvements Phases 1B & 2 – Roadway Grading, Drainage, & Paving to Emery Sapp and Sons Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 5<sup>th</sup> day of April, 2012.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Absent  
Skip Elkin  
District II Commissioner

# Boone County Purchasing

**Tyson Boldan**  
Buyer



601 E. Walnut, Room 208  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Tyson Boldan  
DATE: March 20, 2012  
RE: 11-15MAR12 - Rolling Hills Road Improvements Phases 1B & 2 –  
Roadway Grading, Drainage, & Paving

The Bid for Rolling Hills Road Improvements Phases 1B & 2 – Roadway Grading, Drainage, & Paving closed on March 15, 2012. Five bids were received. Purchasing and the Resource Management Department recommend award to Emery Sapp and Sons Inc., for offering the lowest and best bid for Boone County.

The Bid Amount of \$2,383,925.10 includes the base bid, the bid alternate number 1, and the bid alternate number 2. After including a 10% contingency amount of \$238,392.51 and taking into account the city of Columbia's reimbursement to Boone County of \$778,000.00, this project has a Boone County Purchase Order total of \$2,621,539.61. Invoices from this contract will be paid from department 2045 – PW – Design and Construction, account 71100 – Outside Services. The budgeted amount for this project is \$2,763,000.00.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: Bid File

# Boone County Purchasing

Tyson Boldan  
Buyer



613 E. Ash, Rm. 109  
Columbia, MO 65201  
(573) 886-4392  
(573) 886-4390

TO: Jeff McCann  
FROM: Tyson Boldan  
Buyer  
DATE: March 16, 2012

RE: **Bid Award Recommendation – # 11-15MAR12 – Rolling Hills Road Improvement 1B & 2 - Roadway Grading, Drainage, and Paving**

Attached is the bid tabulation for the five responses received for the above referenced bid. Please return this cover sheet with your recommendation by fax to 886-4390 after you have completed the evaluation of this bid. If you have any questions, please call or e-mail me.

**DEPARTMENT REPLY:**

Please complete the following:

Department Number: 2045

Account Number: 71100

Budgeted: \$ 2,763,000.00 (913,000 Phase 1B + 1,850,000 Phase 2) (778,000 is budgeted

Award Amount: 2,383,925.10 (Base Bid + Alt. #1 + Alt. #2)

Contingency Amount: 238,392.51 (10%)

Total (contract award + contingency): 2,622,317.61

for City reimbursement  
for Phase 1B)

Award Bid by low bid to Emery Sapp and Sons.

Recommend accepting the following bid(s) for reasons detailed on attached page. (Attach department recommendation).

Recommend rejecting bid for reasons detailed on attached page. (Attach department recommendation).

Administrative Authority Signature: \_\_\_\_\_

Handwritten signature of Stan Shawver.  
Stan Shawver

Date: 3/16/12

11-16MAR12 - ROLLING HILLS ROAD IMPROVEMENTS PHASES 1B & 2-ROADWAY GRADING, DRAINAGE & PAVING

BID TABULATION			ENGINEER'S ESTIMATE		Emerv Sazo and Sons		Phillips Grading & Construction		Chester Bros Construction Co.		J.C. Industries		LOC Lehman	
Description	Qty	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>Base Bid (Phase 1B)</b>														
MOBILIZATION	1	LS	\$120,000.00	\$120,000.00	\$67,500.00	\$67,500.00	\$47,800.00	\$47,800.00	\$118,000.00	\$118,000.00	\$100,000.00	\$100,000.00	\$67,500.00	\$67,500.00
CONSTRUCTION STAGING	1	LS	\$20,000.00	\$20,000.00	\$13,000.00	\$13,000.00	\$9,000.00	\$9,000.00	\$22,000.00	\$22,000.00	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00
CONSTRUCTION TRAFFIC	1	LS	\$7,500.00	\$7,500.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00
CONCRETE UTILITY	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$400.00	\$400.00	\$900.00	\$900.00	\$700.00	\$700.00	\$500.00	\$500.00
TRAFFIC CONTROL	1	LS	\$8,000.00	\$8,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$7,000.00	\$7,000.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00
CONCRETE CURB	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$400.00	\$400.00	\$900.00	\$900.00	\$700.00	\$700.00	\$500.00	\$500.00
REGIONAL DISTRICT	1	LS	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$400.00	\$400.00	\$900.00	\$900.00	\$700.00	\$700.00	\$500.00	\$500.00
GRASSY EXISTING (HARVEST & PLANTED) (2.00 EA)	2.00	EA	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$1,000.00	\$2,000.00
GRASSY EXISTING (HARVEST & PLANTED) (1.00 EA)	1.00	EA	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00	\$1,000.00	\$1,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.50 EA)	0.50	EA	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,400.00	\$1,400.00	\$1,600.00	\$3,200.00	\$1,600.00	\$3,200.00	\$1,000.00	\$1,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.25 EA)	0.25	EA	\$8,000.00	\$8,000.00	\$4,000.00	\$4,000.00	\$2,800.00	\$2,800.00	\$3,200.00	\$6,400.00	\$3,200.00	\$6,400.00	\$2,000.00	\$2,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.125 EA)	0.125	EA	\$16,000.00	\$16,000.00	\$8,000.00	\$8,000.00	\$5,600.00	\$5,600.00	\$6,400.00	\$12,800.00	\$6,400.00	\$12,800.00	\$4,000.00	\$4,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0625 EA)	0.0625	EA	\$32,000.00	\$32,000.00	\$16,000.00	\$16,000.00	\$11,200.00	\$11,200.00	\$12,800.00	\$25,600.00	\$12,800.00	\$25,600.00	\$8,000.00	\$8,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.03125 EA)	0.03125	EA	\$64,000.00	\$64,000.00	\$32,000.00	\$32,000.00	\$22,400.00	\$22,400.00	\$25,600.00	\$51,200.00	\$25,600.00	\$51,200.00	\$16,000.00	\$16,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.015625 EA)	0.015625	EA	\$128,000.00	\$128,000.00	\$64,000.00	\$64,000.00	\$44,800.00	\$44,800.00	\$51,200.00	\$102,400.00	\$51,200.00	\$102,400.00	\$32,000.00	\$32,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0078125 EA)	0.0078125	EA	\$256,000.00	\$256,000.00	\$128,000.00	\$128,000.00	\$89,600.00	\$89,600.00	\$102,400.00	\$204,800.00	\$102,400.00	\$204,800.00	\$64,000.00	\$64,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00390625 EA)	0.00390625	EA	\$512,000.00	\$512,000.00	\$256,000.00	\$256,000.00	\$179,200.00	\$179,200.00	\$204,800.00	\$409,600.00	\$204,800.00	\$409,600.00	\$128,000.00	\$128,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.001953125 EA)	0.001953125	EA	\$1,024,000.00	\$1,024,000.00	\$512,000.00	\$512,000.00	\$358,400.00	\$358,400.00	\$409,600.00	\$819,200.00	\$409,600.00	\$819,200.00	\$256,000.00	\$256,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0009765625 EA)	0.0009765625	EA	\$2,048,000.00	\$2,048,000.00	\$1,024,000.00	\$1,024,000.00	\$716,800.00	\$716,800.00	\$819,200.00	\$1,638,400.00	\$819,200.00	\$1,638,400.00	\$512,000.00	\$512,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00048828125 EA)	0.00048828125	EA	\$4,096,000.00	\$4,096,000.00	\$2,048,000.00	\$2,048,000.00	\$1,433,600.00	\$1,433,600.00	\$1,638,400.00	\$3,276,800.00	\$1,638,400.00	\$3,276,800.00	\$1,024,000.00	\$1,024,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000244140625 EA)	0.000244140625	EA	\$8,192,000.00	\$8,192,000.00	\$4,096,000.00	\$4,096,000.00	\$2,867,200.00	\$2,867,200.00	\$3,276,800.00	\$6,553,600.00	\$3,276,800.00	\$6,553,600.00	\$2,048,000.00	\$2,048,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0001220703125 EA)	0.0001220703125	EA	\$16,384,000.00	\$16,384,000.00	\$8,192,000.00	\$8,192,000.00	\$5,734,400.00	\$5,734,400.00	\$6,553,600.00	\$13,107,200.00	\$6,553,600.00	\$13,107,200.00	\$4,096,000.00	\$4,096,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00006103515625 EA)	0.00006103515625	EA	\$32,768,000.00	\$32,768,000.00	\$16,384,000.00	\$16,384,000.00	\$11,468,800.00	\$11,468,800.00	\$13,107,200.00	\$26,214,400.00	\$13,107,200.00	\$26,214,400.00	\$8,192,000.00	\$8,192,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000030517578125 EA)	0.000030517578125	EA	\$65,536,000.00	\$65,536,000.00	\$32,768,000.00	\$32,768,000.00	\$22,937,600.00	\$22,937,600.00	\$26,214,400.00	\$52,428,800.00	\$26,214,400.00	\$52,428,800.00	\$16,384,000.00	\$16,384,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0000152587890625 EA)	0.0000152587890625	EA	\$131,072,000.00	\$131,072,000.00	\$65,536,000.00	\$65,536,000.00	\$45,875,200.00	\$45,875,200.00	\$52,428,800.00	\$104,857,600.00	\$52,428,800.00	\$104,857,600.00	\$32,768,000.00	\$32,768,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00000762939453125 EA)	0.00000762939453125	EA	\$262,144,000.00	\$262,144,000.00	\$131,072,000.00	\$131,072,000.00	\$91,750,400.00	\$91,750,400.00	\$104,857,600.00	\$209,715,200.00	\$104,857,600.00	\$209,715,200.00	\$65,536,000.00	\$65,536,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000003814697265625 EA)	0.000003814697265625	EA	\$524,288,000.00	\$524,288,000.00	\$262,144,000.00	\$262,144,000.00	\$183,500,800.00	\$183,500,800.00	\$209,715,200.00	\$419,430,400.00	\$209,715,200.00	\$419,430,400.00	\$131,072,000.00	\$131,072,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0000019073486328125 EA)	0.0000019073486328125	EA	\$1,048,576,000.00	\$1,048,576,000.00	\$524,288,000.00	\$524,288,000.00	\$367,001,600.00	\$367,001,600.00	\$419,430,400.00	\$838,860,800.00	\$419,430,400.00	\$838,860,800.00	\$262,144,000.00	\$262,144,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00000095367431640625 EA)	0.00000095367431640625	EA	\$2,097,152,000.00	\$2,097,152,000.00	\$1,048,576,000.00	\$1,048,576,000.00	\$734,003,200.00	\$734,003,200.00	\$838,860,800.00	\$1,677,721,600.00	\$838,860,800.00	\$1,677,721,600.00	\$524,288,000.00	\$524,288,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000000476837158203125 EA)	0.000000476837158203125	EA	\$4,194,304,000.00	\$4,194,304,000.00	\$2,097,152,000.00	\$2,097,152,000.00	\$1,468,006,400.00	\$1,468,006,400.00	\$1,677,721,600.00	\$3,355,443,200.00	\$1,677,721,600.00	\$3,355,443,200.00	\$1,048,576,000.00	\$1,048,576,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0000002384185791015625 EA)	0.0000002384185791015625	EA	\$8,388,608,000.00	\$8,388,608,000.00	\$4,194,304,000.00	\$4,194,304,000.00	\$2,936,012,800.00	\$2,936,012,800.00	\$3,355,443,200.00	\$6,710,886,400.00	\$3,355,443,200.00	\$6,710,886,400.00	\$2,097,152,000.00	\$2,097,152,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00000011920928955078125 EA)	0.00000011920928955078125	EA	\$16,777,216,000.00	\$16,777,216,000.00	\$8,388,608,000.00	\$8,388,608,000.00	\$5,872,025,600.00	\$5,872,025,600.00	\$6,710,886,400.00	\$13,421,772,800.00	\$6,710,886,400.00	\$13,421,772,800.00	\$4,194,304,000.00	\$4,194,304,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000000059604644775390625 EA)	0.000000059604644775390625	EA	\$33,554,432,000.00	\$33,554,432,000.00	\$16,777,216,000.00	\$16,777,216,000.00	\$11,744,051,200.00	\$11,744,051,200.00	\$13,421,772,800.00	\$27,163,545,600.00	\$13,421,772,800.00	\$27,163,545,600.00	\$8,388,608,000.00	\$8,388,608,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0000000298023223876953125 EA)	0.0000000298023223876953125	EA	\$67,108,864,000.00	\$67,108,864,000.00	\$33,554,432,000.00	\$33,554,432,000.00	\$23,488,102,400.00	\$23,488,102,400.00	\$27,163,545,600.00	\$54,327,091,200.00	\$27,163,545,600.00	\$54,327,091,200.00	\$16,777,216,000.00	\$16,777,216,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00000001490116119384765625 EA)	0.00000001490116119384765625	EA	\$134,217,728,000.00	\$134,217,728,000.00	\$67,108,864,000.00	\$67,108,864,000.00	\$46,976,204,800.00	\$46,976,204,800.00	\$54,327,091,200.00	\$108,654,182,400.00	\$54,327,091,200.00	\$108,654,182,400.00	\$33,554,432,000.00	\$33,554,432,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000000007450580596923828125 EA)	0.000000007450580596923828125	EA	\$268,435,456,000.00	\$268,435,456,000.00	\$134,217,728,000.00	\$134,217,728,000.00	\$93,952,409,600.00	\$93,952,409,600.00	\$108,654,182,400.00	\$217,308,364,800.00	\$108,654,182,400.00	\$217,308,364,800.00	\$67,108,864,000.00	\$67,108,864,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0000000037252902984619140625 EA)	0.0000000037252902984619140625	EA	\$536,870,912,000.00	\$536,870,912,000.00	\$268,435,456,000.00	\$268,435,456,000.00	\$187,904,819,200.00	\$187,904,819,200.00	\$217,308,364,800.00	\$434,616,729,600.00	\$217,308,364,800.00	\$434,616,729,600.00	\$134,217,728,000.00	\$134,217,728,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00000000186264514923095703125 EA)	0.00000000186264514923095703125	EA	\$1,073,741,824,000.00	\$1,073,741,824,000.00	\$536,870,912,000.00	\$536,870,912,000.00	\$375,809,638,400.00	\$375,809,638,400.00	\$434,616,729,600.00	\$869,233,459,200.00	\$434,616,729,600.00	\$869,233,459,200.00	\$268,435,456,000.00	\$268,435,456,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000000000931322574615478515625 EA)	0.000000000931322574615478515625	EA	\$2,147,483,648,000.00	\$2,147,483,648,000.00	\$1,073,741,824,000.00	\$1,073,741,824,000.00	\$751,619,276,800.00	\$751,619,276,800.00	\$869,233,459,200.00	\$1,738,466,918,400.00	\$869,233,459,200.00	\$1,738,466,918,400.00	\$536,870,912,000.00	\$536,870,912,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.0000000004656612873076953125 EA)	0.0000000004656612873076953125	EA	\$4,294,967,296,000.00	\$4,294,967,296,000.00	\$2,147,483,648,000.00	\$2,147,483,648,000.00	\$1,503,238,553,600.00	\$1,503,238,553,600.00	\$1,738,466,918,400.00	\$3,476,933,836,800.00	\$1,738,466,918,400.00	\$3,476,933,836,800.00	\$1,073,741,824,000.00	\$1,073,741,824,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.00000000023283064365384765625 EA)	0.00000000023283064365384765625	EA	\$8,589,934,592,000.00	\$8,589,934,592,000.00	\$4,294,967,296,000.00	\$4,294,967,296,000.00	\$3,006,477,107,200.00	\$3,006,477,107,200.00	\$3,476,933,836,800.00	\$6,953,867,673,600.00	\$3,476,933,836,800.00	\$6,953,867,673,600.00	\$2,147,483,648,000.00	\$2,147,483,648,000.00
GRASSY EXISTING (HARVEST & PLANTED) (0.000000000116415321826														

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Emery Sapp & Sons Inc.**, (hereinafter referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at his own Expense hereby agrees to do or furnish all labor, materials, and equipment called for in the bid designated and marked:

**BID NUMBER 11-15MAR12 – Rolling Hills Road Improvement 1B & 2 – Roadway Grading,  
Drainage, and Paving  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award includes the base bid, bid alternate 1, and bid alternate 2 for a total award amount of \$2,383,925.10.

The following contract documents and any applicable Addenda are made a part hereof as fully as if set out herein: Change orders issued subsequent to this contract shall be subject to the terms and conditions of the agreement unless otherwise specified in writing.

Notice to Bidders  
 Bid Form  
 Instructions to Bidders  
 Bid Response  
 Work Authorization Certification  
 Statement of Bidders Qualifications  
 Anti-Collusion Statement  
 Signature and Identity of Bidder  
 Bidders Acknowledgment  
 Insurance Requirements  
 Contract Conditions  
 Sample Contract Agreement  
 \*Sample Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
 \*Sample Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.  
 Affidavit—OSHA Requirements  
 Affidavit---Prevailing Wage  
 General Specifications  
 Technical Specifications  
 Special Provisions / Project Notes  
 State Wage Rates-  
 Boone County Standard Terms and Conditions

Project Plans and/or Details  
Soil Boring Logs  
US Army COE Nationwide Permit Conditions

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 1999", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that his information was secured by personal investigation and research and not from any estimates of the Owner; and that he will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorized date in the Notice to Proceed, and to complete the work within the time specified in the contract documents or such additional time as may be allowed by the Engineer under the contract.

The work shall be done to complete satisfaction of the Owner and, in the case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, the work shall also be subject to inspection and approval at all times by the proper agent or officials of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workers performing work under the contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Resource Management Department.

The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each worker employed for each calendar day or portion thereof such worker is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor or by any Subcontractor employed by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that it will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third

person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. 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 any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), 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, and agrees to provide a copy of this waiver to any party affected by this provision.

The Owner agrees to pay the Contractor in the amount: \$2,383,925.10

**Two Million Three Hundred Eighty Three Thousand Nine Hundred Twenty Five Dollars and Ten Cents (\$2,383,925.10)**

as full compensation for the performance of work embraced in this contract, subject to the terms of payment as provided in the contract documents and subject to adjustment as provided for changes in quantities and approved change orders.

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on  
4/5/2012 at Columbia, Missouri.

(Date)

CONTRACTOR:  
EMERY SAPP & SONS INC.

OWNER, BOONE COUNTY, MISSOURI

By: Glen Robertson  
Authorized Representative Signature

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

By: Glen Robertson  
Authorized Representative Printed Name  
Title: VP

Approved as to Legal Form:  
[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:  
[Signature]  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

<u>[Signature]</u>	<u>4/3/12</u>	2045/71100 - \$2,383,925.10
Signature	Date	Appropriation Account

All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
3/6/12	# 1

COMPANY NAME: EMERY SAPP & SONS, INC.

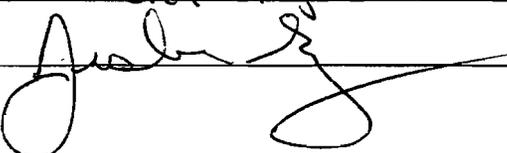
ADDRESS: 2602 N. STADIUM BVD.

CITY, STATE, ZIP COLUMBIA, MD 65202

PHONE NUMBER: 513-445-8331

AUTHORIZED REPRESENTATIVE: Justin S. Gay

TITLE: Branch Manager

SIGNATURE: 

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

CHRISTENSEN CONSTRUCTION Co. , TWEHOUS EXCAVATING Co. , JCLANDSEAPING, LLC ,  
CUSTOM FENCE , KW LAETKEMEYER PAINTING , TERRALDOR ,  
BRAK BROTHER'S TREE CARE , MEYER ELECTRIC

**BID FORM**  
**ROLLING HILLS ROAD IMPROVEMENTS**  
**PHASES 1B AND 2-ROADWAY GRADING, DRAINAGE AND PAVING**

Description	Qty.	Unit	Unit Price	Total
<b>Base Bid (Phase 1B)</b>				
MOBILIZATION	1	LS	\$ 57,850. <sup>00</sup>	\$ 57,850. <sup>00</sup>
CONSTRUCTION STAKING	1	LS	\$ 15,950. <sup>00</sup>	\$ 15,950. <sup>00</sup>
COMPACTION TESTING	1	LS	\$ 3,150. <sup>00</sup>	\$ 3,150. <sup>00</sup>
CONCRETE TESTING	1	LS	\$ 8,000. <sup>00</sup>	\$ 8,000. <sup>00</sup>
TRAFFIC CONTROL	1	LS	\$ 7,700. <sup>00</sup>	\$ 7,700. <sup>00</sup>
SWPPP COMPLIANCE	1	LS	\$ 4,500. <sup>00</sup>	\$ 4,500. <sup>00</sup>
EROSION CONTROL	1	LS	\$ 4,215. <sup>00</sup>	\$ 4,215. <sup>00</sup>
EROSION CONTROL BLANKET( N.A. GREEN S150 OR EQUAL)	2250	SY	\$ 1.50	\$ 3,375. <sup>00</sup>
RESTORATION	4.0	AC	\$ 3,565. <sup>00</sup>	\$ 14,260. <sup>00</sup>
CLEARING AND GRUBBING	4.1	AC	\$ 2,550. <sup>00</sup>	\$ 10,455. <sup>00</sup>
REMOVAL OF IMPROVEMENTS	1	LS	\$ 9,715. <sup>00</sup>	\$ 9,715. <sup>00</sup>
EARTH EXCAVATION	22404	CY	\$ 7.85	\$ 175,871. <sup>40</sup>
ROCK EXCAVATION	6981	CY	\$ 19. <sup>00</sup>	\$ 132,639. <sup>00</sup>
COMPACTED EMBANKMENT	3137	CY	\$ 1.05	\$ 3,293. <sup>85</sup>
CUT COMPACTION	10.8	STA	\$ 248. <sup>00</sup>	\$ 2,678. <sup>40</sup>
LINEAR GRADING	1.8	STA	\$ 715. <sup>00</sup>	\$ 1,395. <sup>00</sup>
EXCAVATION FOR BOX CULVERT (EARTH)	460	CY	\$ 11. <sup>00</sup>	\$ 5,060. <sup>00</sup>
EXCAVATION FOR BOX CULVERT (ROCK)	150	CY	\$ 65. <sup>00</sup>	\$ 9,750. <sup>00</sup>
POROUS BACKFILL FOR BOX CULVERT	27	CY	\$ 131. <sup>00</sup>	\$ 3,537. <sup>00</sup>
TYPE 1 ROLLED STONE BASE (4" THICK)	9114	SY	\$ 5.75	\$ 52,405. <sup>50</sup>
TEMPORARY ASPHALT TRANSITION	720	SY	\$ 42. <sup>00</sup>	\$ 30,240. <sup>00</sup>
9" CLASS 'A' CONCRETE PAVEMENT W/INTEGRAL CURB	9117	SY	\$ 38. <sup>50</sup>	\$ 351,004. <sup>50</sup>
MEDIAN STRIP - 12" TOPSOIL AND 3" MULCH	9610	SF	\$ 0.75	\$ 7,207. <sup>50</sup>
5' WIDE CONCRETE SIDEWALK (4" THICK)	715	SY	\$ 33. <sup>00</sup>	\$ 23,595. <sup>00</sup>
8' WIDE CONCRETE MULTI-USE PATH/SIDEWALK (4" THICK)	1080	SY	\$ 31.50	\$ 34,020. <sup>00</sup>
6" CONCRETE MEDIAN (ISLAND)	670	SF	\$ 7. <sup>00</sup>	\$ 4,690. <sup>00</sup>
TRUNCATED DOMES	46	SF	\$ 20. <sup>00</sup>	\$ 920. <sup>00</sup>
GRAVEL DRIVEWAY	252	SY	\$ 9. <sup>00</sup>	\$ 2,268. <sup>00</sup>
TYPE 3 ROCK LINER	11	CY	\$ 54. <sup>00</sup>	\$ 594. <sup>00</sup>
TYPE 2 ROCK BLANKET	150	CY	\$ 40. <sup>00</sup>	\$ 6,000. <sup>00</sup>
4'x3' STD. TYPE 'M' INLET	3	EA	\$ 2360. <sup>00</sup>	\$ 7,080. <sup>00</sup>

**BID FORM**  
**ROLLING HILLS ROAD IMPROVEMENTS**  
**PHASES 1B AND 2-ROADWAY GRADING, DRAINAGE AND PAVING**

Description	Qty.	Unit	Unit Price	Total
4'x3' TYPE 'M' INLET W/DEFLECTORS	6	EA	\$ 2670. <sup>00</sup>	\$ 16,020. <sup>00</sup>
3'x3' SIDE OPENING INLET W/MODIFIED LID	1	EA	\$ 2,140. <sup>00</sup>	\$ 2,140. <sup>00</sup>
4'x3' SIDE OPENING INLET W/MODIFIED LID	1	EA	\$ 2,240. <sup>00</sup>	\$ 2,240. <sup>00</sup>
4'x4' JUNCTION BOX	1	EA	\$ 2350. <sup>00</sup>	\$ 2350. <sup>00</sup>
12' Wx6'H REINFORCED CONCRETE BOX CULVERT	153	LF	\$ 740. <sup>00</sup>	\$ 113,220. <sup>00</sup>
18" STORM SEWER (RCP OR HDPE)	280	LF	\$ 30. <sup>00</sup>	\$ 8400. <sup>00</sup>
18" CLASS II RCP	800	LF	\$ 36. <sup>00</sup>	\$ 28,800. <sup>00</sup>
24" CLASS II RCP	12	LF	\$ 76. <sup>00</sup>	\$ 912. <sup>00</sup>
30" CLASS II RCP	67	LF	\$ 62. <sup>00</sup>	\$ 4,154. <sup>00</sup>
24" PRECAST CONCRETE FLARED END SECTION	1	EA	\$ 700. <sup>00</sup>	\$ 700. <sup>00</sup>
30" PRECAST CONCRETE FLARED END SECTION	3	EA	\$ 780. <sup>00</sup>	\$ 2340. <sup>00</sup>
WOVEN WIRE FENCE	5430	LF	\$ 6. <sup>00</sup>	\$ 32,580. <sup>00</sup>
TUBULAR MARKER	1100	LF	\$ 1. <sup>00</sup>	\$ 1,100. <sup>00</sup>
6" WHITE ACRYLIC WATER BORNE PAVEMENT MARKING	4399	LF	\$ 0.45	\$ 1979.55
6" YELLOW ACRYLIC WATER BORNE PAVEMENT MARKING	1100	LF	\$ 0.45	\$ 495. <sup>00</sup>
24" WHITE ACRYLIC WATER BORNE PAVEMENT MARKING	42	LF	\$ 13.50	\$ 567. <sup>00</sup>
PAVEMENT MARKING PAINT - TURN ARROW	4	EA	\$ 135. <sup>00</sup>	\$ 540. <sup>00</sup>
PAVEMENT MARKING PAINT - STRAIGHT ARROW	2	EA	\$ 135. <sup>00</sup>	\$ 270. <sup>00</sup>
PAVEMENT MARKING PAINT - YEILD ARROWS	24	LF	\$ 13.50	\$ 324. <sup>00</sup>
36" STOP SIGN	3	EA	\$ 215. <sup>00</sup>	\$ 645. <sup>00</sup>
36"X36"X36" YIELD SIGN	2	EA	\$ 215. <sup>00</sup>	\$ 430. <sup>00</sup>
SPEED LIMIT SIGN (40 MPH)	2	EA	\$ 215. <sup>00</sup>	\$ 430. <sup>00</sup>
KEEP RIGHT SIGN	1	EA	\$ 215. <sup>00</sup>	\$ 215. <sup>00</sup>
LEFT LANE ENDS-MERGE RIGHT SIGN	2	EA	\$ 215. <sup>00</sup>	\$ 430. <sup>00</sup>
STREET NAME SIGN	4	EA	\$ 275. <sup>00</sup>	\$ 1,100. <sup>00</sup>
TYPE I OBJECT MARKER	1	EA	\$ 165. <sup>00</sup>	\$ 165. <sup>00</sup>
TYPE IV OBJECT MARKER	6	EA	\$ 165. <sup>00</sup>	\$ 990. <sup>00</sup>
<b>Base Bid (Phase 1B) Total</b>				\$ 1,216,955. <sup>70</sup>

**BID FORM**  
**ROLLING HILLS ROAD IMPROVEMENTS**  
**PHASES 1B AND 2-ROADWAY GRADING, DRAINAGE AND PAVING**

Description	Qty.	Unit	Unit Price	Total
<b>Bid Alternate No. 1 (Phase 1B Traffic Signal Modifications)</b>				
ADD: TRAFFIC SIGNAL MODIFICATIONS AS DESCRIBED IN THE SPECIAL PROVISIONS AND PLAN SHEETS ALT. 1.1 THRU ALT. 1.7	1	LS	\$ 8,799. <sup>00</sup>	\$ 8,799. <sup>00</sup>
ADD: RELOCATION OF A HPS LUMINARY AND 45' TALL POLE AND ARM	1	EA	\$ 4,980. <sup>00</sup>	\$ 4,980. <sup>00</sup>
DEDUCT: TEMPORARY ASPHALT TRANSITION	-530	SY	\$ 37. <sup>50</sup>	-\$ 19,875. <sup>00</sup>
DEDUCT: 36" STOP SIGN	-2	EA	\$ 215. <sup>00</sup>	-\$ 430. <sup>00</sup>
<b>Bid Alternate No. 1 (Phase 1B Traffic Signal Modifications) Total</b>				<b>\$ -6,526.<sup>00</sup></b>

<b>Bid Alternate No. 2 (Phase 2)</b>				
MOBILIZATION	1	LS	\$ 24,550. <sup>00</sup>	\$ 24,550. <sup>00</sup>
CONSTRUCTION STAKING	1	LS	\$ 16,500. <sup>00</sup>	\$ 16,500. <sup>00</sup>
COMPACTION TESTING	1	LS	\$ 3,780. <sup>00</sup>	\$ 3,780. <sup>00</sup>
CONCRETE TESTING	1	LS	\$ 9,600. <sup>00</sup>	\$ 9,600. <sup>00</sup>
TRAFFIC CONTROL	1	LS	\$ 5,045. <sup>00</sup>	\$ 5,045. <sup>00</sup>
SWPPP COMPLIANCE	1	LS	\$ 2,700. <sup>00</sup>	\$ 2,700. <sup>00</sup>
EROSION CONTROL	1	LS	\$ 12,775. <sup>00</sup>	\$ 12,775. <sup>00</sup>
RESTORATION	11.0	AC	\$ 2,700. <sup>00</sup>	\$ 29,700. <sup>00</sup>
CLEARING AND GRUBBING	5.1	AC	\$ 4,635. <sup>00</sup>	\$ 23,638. <sup>50</sup>
REMOVAL OF IMPROVEMENTS	1	LS	\$ 26,415. <sup>00</sup>	\$ 26,415. <sup>00</sup>
EARTH EXCAVATION	10,223	CY	\$ 7. <sup>25</sup>	\$ 74,116. <sup>75</sup>
COMPACTED EMBANKMENT	5,378	CY	\$ 0. <sup>85</sup>	\$ 4,571. <sup>30</sup>
CUT COMPACTION	19.2	STA	\$ 700. <sup>00</sup>	\$ 13,440. <sup>00</sup>
LINEAR GRADING	7.6	STA	\$ 1,550. <sup>00</sup>	\$ 11,780. <sup>00</sup>
TYPE 1 ROLLED STONE BASE (4" THICK)	15,449	SY	\$ 5. <sup>35</sup>	\$ 82,652. <sup>15</sup>
TEMPORARY ASPHALT TRANSITION	430	SY	\$ 45. <sup>00</sup>	\$ 19,350. <sup>00</sup>
9" CLASS 'A' CONCRETE PAVEMENT W/INTEGRAL CURB	14,155	SY	\$ 35. <sup>50</sup>	\$ 502,502. <sup>50</sup>
6" CLASS 'A' CONCRETE PAVEMENT W/INTEGRAL CURB	470	SY	\$ 42. <sup>00</sup>	\$ 19,740. <sup>00</sup>
5' WIDE CONCRETE SIDEWALK (4" THICK)	2,472	SY	\$ 30. <sup>00</sup>	\$ 74,160. <sup>00</sup>
TRUNCATED DOMES	20	SF	\$ 20. <sup>00</sup>	\$ 400. <sup>00</sup>
CONCRETE DRIVEWAY APRON (6" THICK)	266	SY	\$ 38. <sup>00</sup>	\$ 10,108. <sup>00</sup>
CONCRETE DRIVEWAY (6" THICK)	130	SY	\$ 38. <sup>00</sup>	\$ 4,940. <sup>00</sup>

**BID FORM**  
**ROLLING HILLS ROAD IMPROVEMENTS**  
**PHASES 1B AND 2-ROADWAY GRADING, DRAINAGE AND PAVING**

Description	Qty.	Unit	Unit Price	Total
GRAVEL DRIVEWAY	389	SY	\$ 10. <sup>00</sup>	\$ 3890. <sup>00</sup>
TEMPORARY SURFACE TYPE 2 AGGREGATE	287	TON	\$ 34. <sup>00</sup>	\$ 9758. <sup>00</sup>
TYPE 1 ROCK LINER	33	CY	\$ 52. <sup>00</sup>	\$ 1716. <sup>00</sup>
TYPE 3 ROCK LINER	61	CY	\$ 49. <sup>00</sup>	\$ 2989. <sup>00</sup>
4'x3' STD. TYPE 'M' INLET	14	EA	\$ 2420. <sup>00</sup>	\$ 33880. <sup>00</sup>
4'x3' TYPE 'M' INLET W/DEFLECTORS	3	EA	\$ 2735. <sup>00</sup>	\$ 8205. <sup>00</sup>
6'x3' STD. TYPE 'M' INLET	2	EA	\$ 4230. <sup>00</sup>	\$ 8460. <sup>00</sup>
4'x4' SIDE OPENING INLET W/MODIFIED LID	1	EA	\$ 2550. <sup>00</sup>	\$ 2550. <sup>00</sup>
6'x3' SIDE OPENING INLET W/MODIFIED LID	1	EA	\$ 3465. <sup>00</sup>	\$ 3465. <sup>00</sup>
3.5'x3.5' JUNCTION BOX	2	EA	\$ 2250. <sup>00</sup>	\$ 4500. <sup>00</sup>
15" STORM SEWER (RCP OR HDPE)	2,259	LF	\$ 28. <sup>00</sup>	\$ 63,252. <sup>00</sup>
18" STORM SEWER (RCP OR HDPE)	499	LF	\$ 32. <sup>00</sup>	\$ 15,968. <sup>00</sup>
18" CLASS II RCP	106	LF	\$ 36. <sup>00</sup>	\$ 3816. <sup>00</sup>
24" CLASS II RCP	229	LF	\$ 48. <sup>00</sup>	\$ 10,992. <sup>00</sup>
42" CLASS II RCP	81	LF	\$ 102. <sup>00</sup>	\$ 8262. <sup>00</sup>
48" CLASS II RCP	61	LF	\$ 114. <sup>00</sup>	\$ 6954. <sup>00</sup>
18" PRECAST CONCRETE FLARED END SECTION	1	EA	\$ 595. <sup>00</sup>	\$ 595. <sup>00</sup>
24" PRECAST CONCRETE FLARED END SECTION	2	EA	\$ 700. <sup>00</sup>	\$ 1400. <sup>00</sup>
42" PRECAST CONCRETE FLARED END SECTION	1	EA	\$ 1355. <sup>00</sup>	\$ 1355. <sup>00</sup>
48" PRECAST CONCRETE FLARED END SECTION	2	EA	\$ 1385. <sup>00</sup>	\$ 2770. <sup>00</sup>
6" GRATE SYSTEM	1	EA	\$ 600. <sup>00</sup>	\$ 600. <sup>00</sup>
6" WHITE ACRYLIC WATER BORNE PAVEMENT MARKING	9,222	LF	\$ 0.12	\$ 1106. <sup>64</sup>
6" YELLOW ACRYLIC WATER BORNE PAVEMENT MARKING	9,148	LF	\$ 0.22	\$ 2012. <sup>56</sup>
24" WHITE ACRYLIC WATER BORNE PAVEMENT MARKING	24	LF	\$ 15. <sup>00</sup>	\$ 360. <sup>00</sup>
36" STOP SIGN	2	EA	\$ 215. <sup>00</sup>	\$ 430. <sup>00</sup>
SPEED LIMIT SIGN (40 MPH)	3	EA	\$ 215. <sup>00</sup>	\$ 645. <sup>00</sup>
STREET NAME SIGN	4	EA	\$ 275. <sup>00</sup>	\$ 1,100. <sup>00</sup>
<b>Bid Alternate No. 2 Total</b>				<b>\$ 1,173,495.<sup>40</sup></b>

**BID FORM  
 ROLLING HILLS ROAD IMPROVEMENTS  
 PHASES 1B AND 2-ROADWAY GRADING, DRAINAGE AND PAVING**

Description	Qty.	Unit	Unit Price	Total
<b>Bid Summary</b>				
<b>Total Base Bid + Bid Alternate No. 1</b>				<b>\$ 1,210,429.<sup>70</sup></b>
<b>Total Base Bid + Bid Alternate No. 1 + Bid Alternate No. 2</b>				<b>\$ 2,383,925.<sup>10</sup></b>

**THE BIDDER MUST INCLUDE BID PRICES FOR THE BASE BID, BID ALTERNATE NO. 1 AND BID ALTERNATE NO. 2 OR THE BID WILL BE CONSIDERED INCOMPLETE AND WILL BE REJECTED.**

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: ROLLING HILLS ROAD IMPROVEMENTS PHASES 1B AND 2

Project No.: 11-15MAR12

THE UNDERSIGNED BIDDER, having examined all specifications, and other proposed contract documents, and all addenda thereto; and being acquainted with and fully understanding (a) the extent and character of the work covered by this proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) local conditions relative to labor, transportation, hauling, and delivery facilities; and (d) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools, and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm and include Missouri Sales and Use Tax and all other taxes which might be lawfully assessed against or in connection with the work proposed herein.

### SECTION I

THE UNDERSIGNED BIDDER UNDERSTANDS that the specifications, contract, and bond governing the construction of the work contemplated are those known and designated as the **Boone County Roadway Regulations Chapter II, MoDOT Standard Specifications, Rules of Missouri Department of Natural Resources, Division 20-Clean Water Commission (10CSR20)**, together with the "General Specifications", "Technical Specifications", and "Special Provisions", if any, attached to this proposal.

THE UNDERSIGNED BIDDER UNDERSTANDS that the quantities given in the following itemized proposal are not guaranteed by the Owner, but are used for the purpose of comparing bids and awarding the Contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the following itemized proposal, multiplied by the unit price bid shall all constitute the gross sum bid.

THE UNDERSIGNED BIDDER submits the following itemized proposal and hereby authorizes the Engineer to correct any multiplication of "Unit Price" by "Quantity" as shown under "Extended Total". If there is a discrepancy between the "Unit Price" and the "Extended Total" the "Unit Price" shall govern.

### SECTION II

I hereby agree to complete the work herein specified before the **Contract Time** specified in the Notice to Bidders and agree that the County will sustain substantial damages, the amount of which is impossible to determine at this time, if work is not completed by the completion date. Time is an essential feature of this Contract. I agree that if I fail to finally and fully complete the work within the time allowed I will be in breach of the Agreement which shall entitle the County to collect **liquidated damages** from the Bidder and/or the Bidder's Surety in the amount specified under liquidated damages in the Notice to Bidders for each day that completion is delayed beyond the specified completion date. I further authorize said damages to be reduced from any final payment on the Project.

**SECTION III**

Acknowledgment of receipt of any and all Addenda, if applicable, shall be included with the bid documents at the time of the submittal to Boone County for consideration.

**SECTION IV**

The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

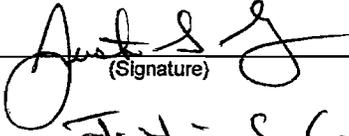
**SECTION V**

If this proposal is accepted, the undersigned hereby agrees that work will begin no later than the date specified in the Notice to Proceed and will be diligently prosecuted at such a rate and in such manner as is necessary for the completion of the work herein specified before the completion date.

The Contractor further agrees that, should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this Contract, the amount of liquidated damages to be recovered on this project shall be in accordance with Section II of the Bid Response.

Accompanying this proposal is a certified check, treasurer's check or cashier's check, or a bidder's bond payable to the Owner for five percent of AMOUNT OF BID. If this proposal is accepted and the undersigned fails to execute the Contract and furnish a contract bond as required, then the proposal guaranty shall be forfeited to the Owner.

Firm Name: EMERY SAPP & SONS, INC.

By:   
(Signature)

Justin S. Boy  
(Print or Type Name)

Title: Branch Manager

Address: 2602 N. STADIUM BLVD.

City, State, Zip: COLUMBIA, MD 21042

Phone: 573-445-8331

Fax: 573-446-4805

Date: 3/15/12

**WORK AUTHORIZATION CERTIFICATION** – If Bid is in excess of \$5,000.00, Bidder must complete the Work Authorization Certification form attached on the next page. Proof of enrollment must be included. Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.



Company ID Number: 86909

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 **Emery Sapp & Sons, 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.

Company ID Number: 86909

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 Emery Sapp & Sons, Inc.**

**Dan Hoover**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Department of Homeland Security – Verification Division**

Company ID Number: 86909

**USCIS Verification Division**

\_\_\_\_\_  
Name (Please type or print)

\_\_\_\_\_  
Title

*Electronically Signed*

**01/08/2008**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: EMERY SHAW & SONS, INC.
2. Business Address: 2602 N. STADIUM BLD.  
COLUMBIA, MD 65202
3. When Organized: 1972
4. When Incorporated: 1972
5. If not incorporated, state type of business and provide your federal tax identification number:  
N/A
6. Number of years engaged in contracting business under present firm name:  
40 YEARS
7. If you have done business under a different name, please give name and location:  
N/A
8. Percent of work done by own staff: 85 %
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
SEE ATTACHED LIST
12. List of projects currently in progress: \_\_\_\_\_  
SEE ATTACHED LIST

\* Attach additional sheets as necessary \*



**2011 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 2/14/2012 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2011	AIRPORT	OMAR BRADLEY AIRPORT	CITY OF MOBERLY, MO	MOBERLY, MO	\$990,842.00	0%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	AIRPORT	OTTAWA MUNICIPAL AIRPORT	CITY OF OTTAWA, KS	OTTAWA, KS	\$2,089,523.00	0%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	AIRPORT	INDEPENDENCE MUNICIPAL AIRPORT	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$1,067,220.00	0%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2011	STREET	NEWTON CO RT 71	MODOT-DISTRICT 7	JOPLIN, MO	\$378,082.00	0%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2011	STREET	JOHNSON CO ROUTE 13	MODOT-DISTRICT 4	WARRENSBURG, MO	\$10,126,672.00	0%	Brian Iles	1593 W Arrow Dr Marshall, MO 65340	660-886-2115	660-886-7421
2011	STREET	ST FRANCOIS CO RT 67	MODOT-DISTRICT 7	FARMINGTON, MO	\$3,344,748.00	0%	Jason Williams	2675 North Main St Sikeston, MO 63801	573-472-5333	573-472-5381
2011	STREET	COLE CO RT 179	MODOT-DISTRICT 5	JEFFERSON CITY, MO	\$6,825,377.00	50%	Terry Imhoff	1511 Missouri Blvd Jefferson City, MO 65102	573-526-8099	573-522-8267
2011	BRIDGE	BARTON/JASPER CO ROUTE 71	MODOT-DISTRICT 7	LAMAR, MO	\$4,815,929.00	90%	Greg Chapman	1501 Malcolm Mosby Dr. Neosho, MO 64850	417-455-5760	
2011	BRIDGE	MONROE CO VARIOUS ROUTES	MODOT-DISTRICT 3	PARIS, MO	\$1,682,638.00	100%	Martin Lincoln Jr.	1303Christy Dr Mexico, MO 65265	573-581-8320	573-581-7183
2011	BRIDGE	MACON CO KTU BRIDGE 7.6	KTU CONTRACTORS	ELMER, MO	\$1,247,780.00	100%	Steve Kullman	3514 I-70 Dr SE Suite 102 Columbia, MO 65201	573-777-3500	
2011	STREET	BOONE CO 2011 CONCRETE REHAB	COUNTY OF BOONE	COLUMBIA, MO	\$365,461.00	100%	Keith Austin	801 E. Walnut Columbia, MO 65201	573-886-4490	
2011	STREET	SE BAILEY ROAD	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$844,495.00	100%	Rodney Hudson	220 SE Green Street Lee's Summit, MO 64063	816-969-1833	
2011	STREET	CLAFLIN/BEECHWOOD IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$475,022.00	100%	Peter Clark, P.E.	1101 Peyntz Avenue Manhattan, KS 66502	785-587-2415	
2011	AIRPORT	JOHNSON CO EXECUTIVE AIRPORT	COUNTY OF JOHNSON, KS	OLATHE, KS	\$243,000.00	100%	Joe Moses, P.E.	Burns & McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-349-8627	
2011	STREET	BOONE CO RT B	MODOT-DISTRICT 5	COLUMBIA, MO	\$254,075.00	100%	Susan Ball	4201 Paris Rd Columbia, MO 65202	573-884-4751	
2011	STREET	WORLEY STREET SIDEWALK	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$134,729.00	100%	Dave Nichols	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2011	STREET	CAPE GIRARDEAU CO RT AB	MODOT-DISTRICT 10	CAPE GIRARDEAU, MO	\$2,551,804.00	100%	Mark Shelton	2675 North Main Street, Sikeston, MO 63801	573-472-5333	573-472-5351
2011	STREET	CLARK LANE RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$4,908,630.00	50%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2011	STREET	FARM ROAD 178	GREENE COUNTY HIGHWAY DEPT	SPRINGFIELD, MO	\$2,312,581.00	100%	Dan Smith	2065 North Clifton, Springfield, MO 65803	417-831-3591	
2011	UTIL	BELLA VISTA WATER MAIN	BELLA VISTA VILLAGE POA	BELLA VISTA, AR	\$452,296.00	100%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472	
2011	STREET	3RD STREET OPENINGS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$2,143,101.00	90%	Kurt Roterling, IE	Alfred Benesch & Company 3226 Kimball Ave. Manhattan, KS 66503	785-539-2202	
2010	BRIDGE	BARTON CO RT 71	MODOT-DISTRICT 7	LAMAR, MO	\$1,747,817.00	90%	Becky Baltz	3901 East 32nd Street, Joplin, MO 64804	417-621-6500	417-629-3393
2010	UTIL	OLD MILL CREEK WATER LINE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$405,007.00	100%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2010	AIRPORT	JESSE VIERTTEL MEMORIAL AIRPORT CONSTRUCT T- HANGAR TAXILANES	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$421,524.00	100%	Chris Flageolle Lochner-BWR	903 East 104th St, Suite 900, Kansas City, MO 64131-3451	816-363-2696	816-363-0027
2010	STREET	STADIUM BLVD CROSSROADS ENTRANCE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$225,625.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132



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2010	STREET	3RD STREET IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$1,084,669.00	100%	Matt Breland-Killian Construction	2864 E Carney, Springfield, MO 65803	417-883-1204	417-887-7338
2010	STREET	NORTH BRIGHTON AVENUE	CITY OF KANSAS CITY, MO	KANSAS CITY, MO	\$1,320,000.00	100%	Jeff Martin	414 East 12th Street, Kansas City, MO 64106	816-513-8722	816-513-2615
2010	STREET	FRONT STREET ROADWAY IMPROVEMENTS	KANSAS CITY, MO	KANSAS CITY, MO	\$2,848,375.95	95%	Mark Montgomery	414 East 12th Street, Kansas City, MO 64106	816-513-2613	816-513-2615
2010	Hwy	LACLEDE/PULASKI I-44 J8I2167	MODOT - DISTRICT 8	JEROME, MO	\$11,097,159.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2010	UTIL	GANS CREEK PUMP STATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$361,508.00	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	STREET	SHELBY ROAD	CITY OF POPLAR BLUFF, MO	POPLAR BLUFF, MO	\$1,745,219.00	100%	Frank Carrol	Cripple Creek TDD 4800 West Blvd Poplar Bluff, MO 63901	573-686-0806	
2010	STREET	CONCRETE STREET REPLACEMENT PROGRAM	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$1,219,483.00	100%	John Drury	City of Springfield, 8940 Boonville Ave, Springfield, MO 65802	417-864-1102	
2010	STREET	MEXICO GRAVEL RD	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$2,495,943.80	100%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	Hwy	CAMDEN CO RT 54	MODOT - DISTRICT 5	Osage Beach- MO	\$16,758,269.91	95%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	SITE DEV	PROJECT TIGER	CITY OF COLUMBIA, MO / State of MO	COLUMBIA, MO	\$729,428.50	100%	John States	Little Dixie Construction xx Lemone Industrial Columbia, MO 65201	573.449.7200	573.449.7300
2010	SITE DEV	UMC SOUTHEAST GATEWAY UTIL. PHASE #3B	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$668,000.00	100%	Tom McFarland	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2010	UTIL	RED CAMPUS 24" & 6" CHILLED WATER LINES	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$2,075,000.00	100%	Joe Pille	130 General Services Bldg Columbia, MO 65211 M.W. Builders 1701 n. General Bruce Drive Temple, TX 76504	573.289.7197	573.882.1175
2010	SITE DEV	AIT BARRACKS COMPLEX	U.S. Army Corps of Engineers - KC District	Ft Leonard Wood, MO	\$5,829,234.97	100%	Jeremy Lambden	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	254-778-4241	254-778-5151
2010	Hwy	JACKSON CO. RTE 50	MODOT - DISTRICT 4	LONE JACK, MO	\$5,149,136.98	100%	Richard Orr	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-0460	816-622-0461
2010	Hwy	COLE CO. RTE 179	MODOT - DISTRICT 5	JEFFERSON CITY, MO	\$6,795,644.83	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2010	Hwy	WARREN CO RT B	MODOT - DISTRICT 3	Near WARRENTON, MO	\$514,588.43	100%	Christopher Knapp	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2586	573-248-2623
2009	STREET	MORELAND SCHOOL ROAD	CITY OF BLUE SPRINGS, MO	BLUE SPRINGS, MO	\$1,083,078.85	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2009	UTIL	UMC SOUTHEAST GATEWAY UTIL. PHASE #3A	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$566,632.00	100%	Rob Young	130 General Services Bldg Columbia, MO 65211	573.489.8621	573.882.1175
2009	UTIL	COLUMBIA LANDFILL BIOREACTOR	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$217,453.00	100%	MIKE SYMONDS	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2009	STREET/ SEWER	REED STREET COMBINED SEWER	CITY OF MOBERLY, MO	MOBERLY, MO	\$1,270,855.55	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2009	AIRPORT	HUGH ROBINSON MEMORIAL AIRPORT TAXILANE CONSTRUCTION	CITY OF NEOSHO, MO	NEOSHO, MO	\$771,745.40	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009	Hwy	PETTIS CO RT Y	MODOT - DISTRICT 5	SEDALIA	\$351,814.35	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009	Hwy	MILLER CO RT 54	MODOT - DISTRICT 5	OSAGE BEACH, MO	\$5,226,719.50	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8267
2009	Hwy	JACKSON CO RT 150	MODOT - DISTRICT 4	LEE'S SUMMIT, MO	\$14,101,938.23	95%	Jeffrey Hardy	600 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-622-6570	816-622-6323
2009	Hwy	CAMDEN/LACLEDE CO RT 5	MODOT - DISTRICT 5	CAMDENTON - LEBANON, MO	\$16,150,581.52	100%	Dennis Krenning	RT2 BOX 870 BUFFALO, MO 65648	417-345-2192	



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2009	Hwy	COLT RAILROAD BRIDGE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$3,752,457.48	100%	Christian Johannningmeier	COLT RAILROAD COLUMBIA, MO	573-874-6373	
2009	AIRPORT	ELDON MODEL AIRPARK - RUNWAY EXTENSION PROJECT	CITY OF ELDON, MO	ELDON, MO	\$3,181,603.38	100%	Debbie Guthrie	City Hall 101 S. Oak St. Eldon, MO 65026	573-392-2291 Ext. 7	
2009	Hwy	GREENE CO RT 65	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$26,943,391.77	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009	Hwy	GREENE CO RT 60	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$7,572,935.34	100%	Gayle Davis	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009	STREET	SCOTT BLVD IMPROVEMENTS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$11,131,564.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009	STREET/ BRIDGES	MAGUIRE BLVD EXT.	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$7,294,025.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009	AIRPORT	COFFEY COUNTY AIRPORT	COFFEY COUNTY AIRPORT AUTHORITY	COFFEY, KS	\$813,784.80	100%	Joe Moses	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2009	STREET/ SEWER	VANDIVER DRIVE EXT./ UPPER HINKSON OUTF	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$7,148,577.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2009	Hwy	CLAY COUNTY RT 169	MODOT - DISTRICT 4	RIVERSIDE, MO	\$603,680.00	100%	Mark Fisher	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2009	Hwy	BOONE CO RT 63/AC WEST PLAINS MUNICIPAL AIRPORT - PARALLEL TAXIWAY EXTENSION & TAXILANE REHAB	MODOT - DISTRICT 5	COLUMBIA, MO	\$116,241.00	100%	Charles Sullivan	COLUMBIA, MO 65203	573-884-4770	
2009	AIRPORT	MARSHALL MEMORIAL AIRPORT RECONSTRUCT APRONS	CITY OF MARSHALL, MO	MARSHALL, MO	\$1,168,381.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2009	AIRPORT	MAX B. SWISHER - SKYHAVEN AIRPORT	UNIV. OF CENTRAL MO. (UCM)	WARRENSBURG, MO	\$1,939,527.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008	HWY	JACKSON CO RT I-470	MODOT	LEES SUMMIT, MO	\$15,907,291.00	100%	Shelle Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008	HWY	GREENE CO RT H	MODOT	SPRINGFIELD, MO	\$8,325,768.00	100%	Johnny Teegardin, RE	MODOT 2549 N. Mayfair, Springfield, MO 65803	417-895-6720	417-895-6734
2008	HWY	STODDARD CO RT 60	MODOT	FSK, MO	\$3,069,148.00	100%	Steve Bubanovich, RE	MODOT 2910 Barron Rd, Poplar Bluff, MO 63901	573-840-9781	573-840-9782
2008	STREET	LEE'S SUMMIT CURB REPAIR	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$726,256.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008	HWY	JACKSON CO RT 78	MODOT	INDEPENDENCE, MO	\$87,739.00	100%	Shelle Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008	STREET/ BRIDGE	PROVIDENCE RD EXT. & BRIDGE OVER BEAR C	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$4,275,732.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2008	PAVING	FALL CREEK	CITY OF BRANSON, MO	BRANSON, MO	\$4,952,852.00	100%	Cheryl Ford	City of Branson 110 Maddux Street, Branson, MO 65616	417-337-8559	
2008	AIRPORT	ALLEN COUNTY AIRPORT	CITY OF IOLA, KS	IOLA, KS	\$415,088.00	100%	Glen Davidson	1 N Washington, Iola KS 65737	417-624-5703	417-624-7558
2008	AIRPORT	COLUMBIA REGIONAL AIRPORT	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,835,506.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008	AIRPORT	FORT SCOTT AIRPORT	CITY OF FORT SCOTT, KS	FORT SCOTT, KS	\$366,024.00	100%	Kenny Howard	1 E 3rd Street, Fort Scott, KS 66701	620-223-0550	620-223-8100
2008	AIRPORT	INDEPENDENCE KS AIRPORT #2	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$1,208,340.00	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2008	AIRPORT	LEE'S SUMMIT AIRPORT	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$6,582,593.00	100%	Ty Sander	CMT - 1 S Memorial Dr, Ste 500 St. Louis, MO 63102	314-436-5500	314-436-0723



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2008	AIRPORT	OMAR BRADLEY AIRPORT	CITY OF MOBERLY, MO	MOBERLY, MO	\$2,460,307.00	100%	Chris Flageolle	BWR 903 East 104th Street, Ste 900 KC, MO 64131	816-363-2696	816-363-0027
2008	GRADING	DISCOVERY RIDGE/GREEN WAY GRADING	UNIVERSITY OF MO	COLUMBIA, MO	\$629,564.48	100%	Bob Young	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-884-0099	(573) 884-5603
2008	HWY	CAMDEN CO RT 5 SLIDE REPAIR	MODOT	CAMDENTON, MO	\$512,727.00	100%	Mike Omaly	MODOT 93 Morgan Street, Camdenton, MO 65020	573-346-3053	573-346-4960
2008	HWY	CLAY COUNTY RT 92	MODOT	SMITHVILLE, MO	\$903,668.00	100%	Gregory Stervlnou	MODOT Nashua Office 1900 NW Cookingham Drive, KC MO 64155	816-437-3625	816-437-3629
2008	HWY	JACKSON CO I-70	MODOT	BLUE SPRINGS, MO	\$383,075.00	100%	Shelie Daniel	5101 NW Gateway Drive, Riverside, MO 64150	816-741-7030	816-741-0200
2008	HWY	JACKSON CO RT V	MODOT	INDEPENDENCE, MO	\$321,294.00	100%	Tom Markway	MODOT 9400 E 43rd Street, KC MO 64133	816-358-1861	816-358-2163
2008	HWY	PUTNAM/SCHULER CO RT 136	MODOT	LIVONIA, MO	\$1,598,532.00	100%	James Gillespie, RE	MODOT 1303 Mitchell Ave, Chillicothe, MO 64601	660-646-3218	660-646-6137
2008	HWY	WEBSTER CO I-44 WELCOME CENTER	MODOT	LEBANON, MO	\$10,970,702.00	100%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2567	
2008	PAVING	LEES SUMMIT RECYCLE	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$199,363.00	100%	DAVID WAHL	220 SE GREEN STREET LEE'S SUMMIT, MO 64063	816-969-1800	816-969-1809
2008	PAVING	MID-AMERICA STREET	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$542,453.00	100%	ML Cauthon	City of Boonville	660-882-5257	
2008	PAVING	UNION AVE	CITY OF MOBERLY, MO	MOBERLY, MO	\$100,853.00	100%	Oick Leach	PSBA - 100 S 54th Street, Quincy, IL 62306	217-223-4605	217-223-1546
2008	PAVING	VIRGINIA AVENUE EXTENSION	UNIVERSITY OF MO	COLUMBIA, MO	\$1,691,458.00	100%	Matt Thomas	University of Missouri-Columbia - General Services Bldg, L100, Columbia, MO 65211	573-882-6850	(573) 884-5603
2008	SITE DEV	CALLAWAY ENERGY CENTRE PHASE II	CALLAWAY ELEC. COOP.	FULTON, MO	\$1,526,315.00	100%	TIM VAUGHAN - PARIC Corp. (GC /Project Manager)	1001 Boardwalk Springs Pl Suite 220 O'Fallon, MO 63368	636-561-9770	
2008	STORM/ SEWER	CLAREMORE SANITARY REHAB	CITY OF CLAREMORE, OK	CLAREMORE, OK	\$82,308.00	100%	Bob Wages	Incog 210 W 5th Street, Ste 600, Tulsa, OK 74103	918-584-7526	
2008	STORM/ SEWER	EPPERSON STREET	CITY OF MOBERLY, MO	MOBERLY, MO	\$702,142.00	100%	Shawn Carrico	Jacobs Civil, Inc. 501 N Broadway, St. Louis, MO 63102	314-335-4000	
2008	STORM/ SEWER	RUTLEDGE STORM WATER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$311,726.00	100%	Dave Bugg	City of Columbia 310 E Walnut, Columbia, MO 65201	573-874-7269	573-874-7132
2007	HWY	MADISON CO. - RTE 67	MODOT - DISTRICT 10	FARMINGTON, MO	\$37,597,624.33	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2007	HWY	DALLAS/ GREENE CO RTE 65	MODOT DISTRICT 8	SPRINGFIELD, MO	\$19,716,630.94	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007	AIRPORT	INDEPENDENCE MUNICIPAL AIRPORT - RECONSTRUCT TAXIWAY A & CONNECTORS	CITY OF INDEPENDENCE, KS	INDEPENDENCE, KS	\$1,257,941.50	100%	PAUL SASSE	120 NORTH 6TH, INDEPENDENCE, KS 67301	620-332-2506	
2007	AIRPORT	JEFFERSON CITY MEM. AIRPORT TAXIWAY A, CONNECTORS & APRON REHAB	CITY OF JEFFERSON CITY, MO	JEFFERSON CITY, MO	\$2,035,827.20	100%	RON CRAFT	320 E. MCCARTY ST JEFFERSON, CITY, MO 65102	573-634-6469	573-634-5269
2007	AIRPORT	MARSHALL MEMORIAL AIRPORT RECONSTRUCT RUNWAY 18-36, NEW TAXIWAY F. & CONNECTORS	CITY OF MARSHALL, MO	MARSHALL, MO	\$1,841,025.45	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2228	660-886-9565
2007	AIRPORT	NEVADA MUNICIPAL AIRPORT RUNWAY 2-20 REHAB & CONNECTORS	CITY OF NEVADA, MO	NEVADA, MO	\$1,909,115.55	100%	MARK MITCHELL	120 S. ASH ST. NEVADA, MO 64772	417-448-2700	
2007	HWY	BOONE CO. - RTE 63/ GANS RD INTERCHANGE	MODOT - DISTRICT 5	COLUMBIA, MO	\$8,572,275.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2007	HWY	GREENE CO RTE 65	MODOT DISTRICT 8	SPRINGFIELD, MO	\$16,696,406.00	100%	KIRK JURANAS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2007	HWY	MACON CO RTE 63	MODOT - DISTRICT 2	MACON, MO	\$5,131,898.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195



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2007	HWY	MONTANA RD @ SAND CREEK RD FRANKLIN CO. KS	KDOT	OTTAWA, KS	\$439,810.00	100%	BRIAN SCHAFER	507 NORTH MAPLE GARNETT, KS 66032	785-448-5446	785-448-2486
2007	SITE DEV	BLAIR OAKS SCHOOL -	BLAIR OAKS R2 SCHOOL DISTRICT	WARDSVILLE, MO	\$176,042.55	100%				
2007	SITE DEV	BOONVILLE SCHOOL -		BOONVILLE, MO	\$188,211.80	100%	TRAVIS ROSS	113 EAST THIRD SEDALIA, MO	660-827-5955	660-826-8058
2007	SITE DEV	CENTRAL MO UNIVERISTY SOFTBALL FIELD	CENTRAL MO UNIVERSITY	FAYETTE, MO	\$179,617.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007	SITE DEV	CENTRAL MO UNIVERSTY TRACK & FIELD REH	CENTRAL MO UNIVERSITY	FAYETTE, MO	\$850,455.00	100%	RG KIRBY	411 CENTRAL MISSOURI SQUARE FAYETTE, MO 65248	660-248-6203	660-248-3469
2007	SITE DEV	CROSSCREEK CENTER - TDD	CROSSCREEK TRANSP. DEV. DIST.	COLUMBIA, MO	\$3,522,630.30	100%	SCOTT BITTERMAN	1901 PENNSYLVANIA DR. COLUMBIA, MO 65201	573-814-1568	573-814-1128
2007	STREET STREET/ BRIDGE/ WATER	LIGGETT ROAD	JACKSON CO., MO	INDEPENDENCE, MO	\$2,431,677.00	100%	RODGER SEIDELMAN		816-847-7055	816-847-7051
2007	STREET/ WATER	CHAPEL HILL ROAD EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$3,043,426.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2007	STREET/ WATER	SILVA LANE UPGRADE	CITY OF MOBERLY, MO	MOBERLY, MO	\$423,943.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2007	WATER	HILLSDALE PUMP STATION & WATER MAIN	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$2,295,645.17	100%	DAVE STORVICK	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007	WATER	HWY 763 WATER LINE RELOCATIONS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,352,221.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2007	WATER	OAKLAND GRAVEL & HOLLY AVE.	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$442,806.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2006	AIRPORT	JESSE VEIRTEL MEM. AIRPORT -APRON	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$129,277.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	660-882-7441	660-882-7442
2006	AIRPORT	NORTH CENTRAL MO REGIONAL AIRPORT - TAXIWAY CONSTRUCTION	CITY OF BROOKFIELD, MO	BROOKFIELD, MO	\$828,100.05	100%	TED STOCKWELL	28540 JETWAY RD. BROOKFIELD, MO 64628	660-258-7317	660-258-2151
2006	AIRPORT	OTTAWA MUNICIPAL AIRPORT	CITY OF OTTAWA, KS	OTTAWA, KS	\$640,054.75	100%	ANDY HANEY	CITY HALL, 101 S. HICKORY OTTAWA, KS 66067	785-229-3630	785-229-3639
2006	EXCAVI/ SEWER	EASTOWNE BUSINESS PARK - PHASE 1	ST. JOSEPH BUSINESS PARK CORP./ CITY OF ST. JOSEPH, MO	ST. JOSEPH, MO	\$2,971,100.00	100%	BRAD LAU	3003 FREDERICK AVE. ST. JOSEPH, MO 64506	800-748-7856	816-364-4873
2006	HWY	ADAMS DAIRY PARKWAY	CITY OF BLUE SPRINGS, MO	BLUE SPRINGS, MO	\$1,571,041.36	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006	HWY	BUSINESS 36 IMPROVEMENTS	CITY OF CHILLICOTHE, MO	CHILLICOTHE, MO	\$691,987.00	100%	HUGH MUSSELMAN	715 WASHINGTON CHILLICOTHE, MO 64601	660-646-3811	660-646-6811
2006	HWY	BUSINESS 54 IMPROVEMENTS	CITY OF FULTON, MO	FULTON, MO	\$1,244,224.65	100%	GREG HAYES	4TH & MARKET ST FULTON, MO 65251	573-592-3161	573-592-3169
2006	HWY	FRANKLIN CO RTE I-44	MODOT - DISTRICT 6	ST. CLAIR, MO	\$2,805,683.85	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2006	HWY	GREEN CO RTE 65	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$25,327,653.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2006	HWY	GRUNDY CO RTE. 6	MODOT - DISTRICT 2	TRENTON, MO	\$1,940,337.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2006	HWY	LAFAYETTE CO RTE I-70 SOR	MODOT - DISTRICT 4	OAK GROVE, MO	\$887,100.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2006	HWY	LIBERTY LANE IMPROVEMENTS	CITY OF ASHLAND, MO	ASHLAND, MO	\$565,325.00	100%	KEN EFTINK	107 E. BROADWAY ASHLAND, MO 65010	573-657-2091	573-657-7018
2006	HWY	LIVINGSTON CO RTE 65	MODOT - DISTRICT 2	CHILLICOTHE, MO	\$2,856,199.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195



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2006	HWY	MILLER COUNTY RTE. 17	MODOT - DISTRICT 5	IBERIA, MO	\$3,705,045.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2006	HWY	MISSION PARKWAY	CITY OF LEAWOOD, KS	LEAWOOD, KS	\$459,732.00	100%	SHAWN JOHNSON	4800 TOWN CENTER DR. LEAWOOD, KS 66211	913-339-6700	913-339-6700
2006	HWY	ROUTE PP SAFETY PROJECT	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$149,430.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006	HWY	RTE. 7 - BLUE SPRINGS	CITY OF BLUE SPRINGS, MO/ MODOT	BLUE SPRINGS, MO	\$6,198,312.00	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015	816-228-0205	816-228-0298
2006	HWY	ST. FRANCOIS COUNTY, RTE. 67	MODOT - DISTRICT 10	FARMINGTON, MO	\$1,898,761.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2006	SEWER	KING CITY SEWER	CITY OF KING CITY, MO	KING CITY, MO	\$1,392,973.00	100%	ALBERT MUFF	119 N. OHIO ST KING CITY, MO 64463	660-483-0354	660-535-6121
2006	SITE DEV	HICKMAN HIGH SCHOOL FOOTBALL FIELD	COLUMBIA PUBLIC SCHOOL DISTRICT	COLUMBIA, MO	\$198,597.50	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006	SITE DEV	ROCKBRIDGE HIGH SCHOOL FOOTBALL FIELD	COLUMBIA PUBLIC SCHOOL DISTRICT	COLUMBIA, MO	\$143,700.00	100%	CHESTER EDWARDS	1818 WEST WORLEY STREET COLUMBIA, MO 65203	573-214-3760	573-214-3401
2006	STREET/ STORM	HAMBLÉN ROAD	CITY OF LEES SUMMIT, MO	LEES SUMMIT, MO	\$1,352,073.00	100%	DAVID WAHL	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2006	STREET/ STORM	HILTON ROAD	REORG. SCHOOL DIST. #7 OF JACKSON COUNTY	LEES SUMMIT, MO	\$1,146,603.00	100%	KYLE GORRELL	502 SE TRANSPORT DR. LEE'S SUMMIT, MO 64081	816-986-2425	816-986-2435
2006	STREET/ STORM/ WATER	HOPE PLACE - STREET RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$253,612.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006	STREET/ STORM/ WATER	SOUTHAMPTON DRIVE - STREET EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,765,670.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2006	WATER	36" WATER MAIN EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$6,940,952.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2005	HWY	CARTER CO RTE. 60	MODOT - DISTRICT 9	VAN BUREN, MO	\$16,107,266.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2005	HWY	CLINTON COUNTY, RTE. H	MODOT - DISTRICT 1	PLATTSBURG, MO	\$1,295,606.60	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005	HWY	DAVISS COUNTY, RTE. B	MODOT - DISTRICT 1	COFFEY, MO	\$1,288,671.80	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2005	HWY	EAST BROADWAY	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$4,789,783.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	HWY	LACLEDE COUNTY	MODOT - DISTRICT 8	LEBANON, MO	\$834,499.60	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2005	HWY	PLATTE CO 152 HALF-DIAMOND TDD	MODOT - DISTRICT 4	KANSAS CITY, MO	\$1,531,109.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005	HWY	PLATTE CO RTE DD	MODOT - DISTRICT 4	NORTH KANSAS CITY, MO	\$436,415.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2005	STORM/ SEWER	BRISTOL LAKE C-3 TRUNK SEWER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$145,075.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	STORM/ SEWER	CONCORD OFFICE BUILDING PUMPSTATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$36,570.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	STORM/ SEWER	GRINDSTONE H--17 OUTFALL SEWER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,175,325.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2005	STORM/ SEWER	MERIDETH BRANCH DRAINAGE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$93,636.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004	AIRPORT	CAPE GIRARDEAU AIRPORT	CITY OF CAPE GIRARDEAU, MO	CAPE GIRARDEAU, MO	\$3,047,655.00	100%	BRUCE LOY	P.O. BOX 617, AIRPORT RD CAPE GIRARDEAU, MO 63702	573-334-6230	573-334-6230



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2004	AIRPORT	LAWRENCE AIRPORT	CITY OF LAWRENCE, KS	LAWRENCE, KS	\$988,265.00	100%	STEVE BENNETT	6 E. 6TH ST. LAWRENCE, KS 66044	785-832-3123	785-832-3398
2004	AIRPORT	MEXICO MEMORIAL AIRPORT	CITY OF MEXICO, MO	MEXICO, MO	\$1,319,069.00	100%	TANNA PARISH	300 N. COAL MEXICO, MO 65265	573-581-2100	573-581-2236
2004	AIRPORT	SEDALIA MEMORIAL AIRPORT RUNWAY & TAXIWAY EXTENSION	CITY OF SEDALIA, MO	SEDALIA, MO	\$975,336.00	100%	CHRIS COX	1900 E. BOONVILLE RD. SEDALIA, MO 65301	660-826-4128	660-826-4333
2004	AIRPORT	WASHINGTON COUNTY AIRPORT	WASHINGTON COUNTY, KS	WASHINGTON CO., KS	\$841,488.00	100%	SHARON PIERCE	P.O. BOX 277 WASHINGTON, KS 66968	785-325-2974	785-325-2303
2004	HWY	BOONE COUNTY I-70 & HWY 63 INTERCHANGE IMPROVEMENTS	MODOT - DISTRICT 5	COLUMBIA, MO	\$10,630,889.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004	HWY	CRAWFORD COUNTY, Rte. I-44	MODOT - DISTRICT 9	CUBA, MO	\$11,266,514.59	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2004	HWY	FRANKLIN CO. RTE 185	MODOT - DISTRICT 6	SULLIVAN, MO	\$1,673,653.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2004	HWY	GENTRY COUNTY, RTE U	MODOT - DISTRICT 1	GENTRY, MO	\$409,694.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004	HWY	GRUNDY COUNTY	MODOT - DISTRICT 2		\$1,353,755.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2004	HWY	MCDONALD COUNTY RTE. 71	MODOT - DISTRICT 7	PINEVILLE, MO	\$1,084,573.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2004	HWY	MILLER COUNTY RTE. 52	MODOT - DISTRICT 5	TUSCUMBIA, MO	\$3,188,608.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2004	HWY	PIKE COUNTY	MODOT - DISTRICT 3		\$1,400,325.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2004	HWY	PLATTE COUNTY, BRO	PLATTE COUNTY, MISSOURI	PLATTE CITY, MO	\$2,388,954.88	100%	GREG SAGER	15955 HIGHWAY 273 PLATTE CITY, MO 64079	816-858-2223	816-858-3471
2004	HWY	PLATTE COUNTY, Rte. 152	MODOT - DISTRICT 4	WEATHERBY LAKE, MO	\$3,574,139.39	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004	HWY	RAY COUNTY	MODOT - DISTRICT 4	LEXINGTON, MO	\$7,063,709.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2004	HWY	WORTH COUNTY, BRO	MODOT - DISTRICT 1	GRANT CITY, MO	\$568,518.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2004	STREET	INDEPENDENCE AVENUE	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$1,265,823.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2004	STREET/ BRIDGE	GARTH AVE. ROADWAY & BRIDGE IMPROVEMENTS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$1,601,943.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2004	WATER	SCOTT BOULEVARD WATER	CPWSD #1	COLUMBIA, MO	\$447,757.50	100%	GARY WOODY	1500 N. 7TH ST. COLUMBIA, MO 65201	573-449-8723	573-499-0578
2003	AIRPORT	SPRINGFIELD-BRANSON REGIONAL AIRPORT-TAXIWAY D	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$2,720,776.79	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003	AIRPORT	SPRINGFIELD-BRANSON REGIONAL AIRPORT-TAXIWAY U	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$2,783,405.50	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2003	HWY	BATES CO. RTE J	MODOT - DISTRICT 7	AMSTERDAM, MO	\$1,085,523.00	100%	BECKY BALTZ	3901 EAST 32ND ST JOPLIN, MO 64802	417-629-3300	417-629-3140
2003	HWY	COLE CO. RTE 179	MODOT - DISTRICT 5	JEFFERSON CITY, MO	\$16,803,066.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003	HWY	LAFAYETTE CO. RTE 13 PAVING	MODOT - DISTRICT 4	LEXINGTON, MO	\$4,584,323.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2003	HWY	MACON COUNTY	MODOT - DISTRICT 2	ATLANTA, MO	\$898,873.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2003	HWY	MILLER CO. RTE 54	MODOT - DISTRICT 5	OSAGE BEACH, MO	\$2,328,939.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2003	HWY	PULASKI CO.	MODOT - DISTRICT 9		\$5,107,099.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2003	HWY	ST. CHARLES RD/ I-70 RAMP IMPROVEMENTS	LAKE OF THE WOODS SOUTH TDD	COLUMBIA, MO	\$2,183,680.20	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003	HWY	ST. FRANCOIS COUNTY, RTE. 67	MODOT - DISTRICT 10	FARMINGTON, MO	\$3,649,468.00	100%	MARK SHELTON	2675 NORTH MAIN ST SIKESTON, MO 63801	573-472-5333	573-472-5381
2003	STREET/ STORM	FORUM BLVD. EXTENSION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$910,639.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132



**2011 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 2/14/2012 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2003	STREET/ STORM	ROLLINS RD	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$795,773.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003	STREET/ WATER/ SEWER	TUDOR/SCRUGGS ROAD IMPROVEMENTS	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$8,301,340.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2003	WATER/ SEWER	WATER & WASTE WATER EXTENSION TO HWY 24 W/ PUMP STATION	CITY OF MOBERLY, MO	MOBERLY, MO	\$1,096,165.52	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2002	AIRPORT	COLUMBIA REGIONAL AIRPORT - APRON EXTENSION & CONNECTING TAXIWAY	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$662,740.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002	AIRPORT	HANNIBAL MUNICIPAL AIRPORT	CITY OF HANNIBAL, MO	HANNIBAL, MO	\$3,928,783.00	100%	JIM BURNS	320 BROADWAY HANNIBAL, MO 63401	573-221-0111	573-221-8191
2002	AIRPORT	MONETT MUNICIPAL AIRPORT	CITY OF MONETT, MO	MONETT, MO	\$1,158,057.00	100%	HOWARD FRAZIER	217 FIFTH ST. MONETT, MO 65708	417-476-5112	417-476-5101
2002	AIRPORT	SPRINGFIELD-BRANSON REGIONAL AIRPORT- RECONST. EXIST. RUNWAY 2-20 & TAXIWAYS	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$10,956,333.51	100%	GARY CYR	5000 W. KEARNEY ST. SPRINGFIELD, MO 65803	417-869-0300	417-869-1031
2002	HWY	39TH STREET (PAVING ONLY)	MODOT - DISTRICT 4	INDEPENDENCE, MO	\$471,367.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002	HWY	AUDRAIN CO.	MODOT - DISTRICT 3	MEXICO, MO	\$1,207,943.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002	HWY	CHARITON CO.	MODOT - DISTRICT 2	KEYTESVILLE, MO	\$410,603.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002	HWY	CLARK CO. BRIDGE	MODOT - DISTRICT 3	KAHOKA, MO	\$6,146,077.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002	HWY	CRAWFORD CO. BRO	MODOT - DISTRICT 9	SULLIVAN, MO	\$1,088,549.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002	HWY	DENT CO.	MODOT - DISTRICT 9	SALEM, MO	\$1,222,385.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2002	HWY	LACLEDE CO. ROUTE 144	MODOT - DISTRICT 8	LEBANON, MO	\$4,115,784.00	100%	DALE RICKS	3025 EAST KEARNEY SPRINGFIELD, MO 65801	417-895-7600	417-895-7637
2002	HWY	LEWIS CO.	MODOT - DISTRICT 3	CANTON, MO	\$8,364,318.00	100%	KIRK JURANAS	HIGHWAY 81 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623
2002	HWY	LINN CO.	MODOT - DISTRICT 2	LINNEUS, MO	\$417,914.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2002	HWY	MONITEAU CO.	MODOT - DISTRICT 5	JAMESTOWN, MO	\$660,800.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2002	HWY	PLATTE CO.	MODOT - DISTRICT 4	PLATTE CITY, MO	\$938,359.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2002	HWY	PROVIDENCE ROAD PED. BRIDGE OVER I-70	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$453,171.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2002	STREET	COMMERCE DR. PHASE 2 STREET EXTENSION	CITY OF MARSHALL, MO	MARSHALL, MO	\$211,086.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-886-2226	660-886-9565
2002	STREET	TROJAN DR. RECONSTRUCTION	CITY OF TROY, MO	TROY, MO	\$870,288.00	100%	ROBERT FRANK	200 MAIN ST. TROY, MO 63379	636-528-4712	636-462-1613
2002	STREET/ WATER	PRYOR ROAD IMPROVEMENTS	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$4,868,541.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2001	AIRPORT	COLUMBIA REGIONAL AIRPORT - PARTIAL REHAB. OF RUNWAY 2-20	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$526,014.00	100%	MIKE SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001	AIRPORT	LINN COUNTY AIRPORT	MODOT - DISTRICT 2	BROOKFIELD, MO	\$3,560,274.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001	HWY	CARROLL CO. ROUTE Z	MODOT - DISTRICT 2	CARROLLTON, MO	\$393,157.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2001	HWY	FRANKLIN CO. ROUTE 47	MODOT - DISTRICT 6	ST. CLAIR, MO	\$6,398,813.00	100%	ED HASSINGER	1590 WOODLAKE DR CHESTERFIELD, MO 63017-5712	314-340-4100	314-340-4186
2001	HWY	GENTRY CO.	MODOT - DISTRICT 1		\$213,841.00	100%	DON WICHERN	3602 NORTH BELT HIGHWAY ST. JOSEPH, MO 64506-1399	816-387-2350	816-387-2359
2001	HWY	HWY 63/ VANDIVER DR. INTERCHANGE & EXTENSION	MODOT - DISTRICT 5 / CITY OF COLUMBIA	COLUMBIA, MO	\$6,597,971.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2001	HWY	LAFAYETTE CO. ROUTE 13	MODOT - DISTRICT 4	LEXINGTON, MO	\$9,601,909.00	100%	BETH WRIGHT	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6500	816-622-6323
2001	HWY	RALLS CO. ROUTE U	MODOT - DISTRICT 3	NEW LONDON, MO	\$1,306,536.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2623



**2011 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:**

LAST UPDATED: 2/14/2012 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2001	STREET	PARK AVE. & BUETH RD. RECONSTRUCTION	CITY OF MOBERLY, MO	MOBERLY, MO	\$1,226,574.00	100%	TOM SANDERS	101 WEST REED ST. MOBERLY, MO 65270	660-263-4420	660-269-8171
2001	STREET	SUNFLOWER STREET RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$944,087.00	100%	MIKE SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001	STREET/ SEWER	CARTWRIGHT AVE. - STREET & SANITARY SEWER EXTENSIONS	CITY OF GRANDVIEW, MO	GRANDVIEW, MO	\$846,954.00	100%	LARRY FINLEY	1200 MAIN ST. GRANDVIEW, MO 64030	816-316-4800	816-763-3907
2000	AIRPORT	JESSE VIERTEL MEM. AIRPORT	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$1,409,994.00	100%	DAVE BRADLEY	CITY HALL, 525 E. SPRING ST. BOONVILLE, MO 65233	860-882-7441	660-882-7442
2000	AIRPORT	LEE'S SUMMIT AIRPORT	CITY OF LEE'S SUMMIT, MO		\$1,496,102.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795
2000	HWY	CALLAWAY CO. ROUTE 54	MODOT - DISTRICT 5	FULTON, MO	\$5,817,512.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000	HWY	CAMDEN CO. ROUTE 54	MODOT - DISTRICT 5		\$4,122,209.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-522-1059
2000	HWY	CARROLL CO. ROUTE 65	MODOT - DISTRICT 2		\$1,434,038.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000	HWY	GRUNDY CO.	MODOT - DISTRICT 2		\$2,471,792.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000	HWY	HOWARD CO. ROUTE 240	MODOT - DISTRICT 2		\$4,099,135.00	100%	DAN NIEC	U.S. ROUTE 63 MACON, MO 63552	660-385-3176	660-385-4195
2000	HWY	PULASKI CO. ROUTE 28	MODOT - DISTRICT 9		\$3,294,358.00	100%	TOM STEHN	910 SPRINGFIELD RD WILLOW SPRINGS, MO 65793	417-569-3134	417-469-4555
2000	WATER	ROUTE AC WATER LINE RELOCATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$770,869.00	100%	DAVE MATHON	P.O. BOX 6015, Water & Light Dept. COLUMBIA, MO 65205	573-874-7325	573-443-6875
2000	WWTP	NEWTOWN WASTE WATER TREATMENT FACILITY	BOONE COUNTY REGIONAL SEWER DIST.	COLUMBIA, MO	\$507,583.00	100%	TOM RATERMANN	1314 N. 7TH ST. COLUMBIA, MO 65201	573-443-2774	573-499-0489
1999	STREET	WARD ROAD RECONSTRUCTION	CITY OF LEE'S SUMMIT, MO	LEE'S SUMMIT, MO	\$5,938,999.00	100%	CHUCK OWSLEY	220 SE GREEN ST LEE'S SUMMIT, MO 64063	816-969-1800	816-969-17795

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF BOONE

JUSTIN GAY, being first duly sworn, deposes and

says that he is BRANCH MANAGER  
(Title of Person Signing)

of EMERY SAPP & SONS, INC.  
(Name of Bidder)

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By [Signature]  
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 15 day of march, 2012

Jenna Forbis  
Notary Public

My Commission Expires 2/21/2015



JENNA FORBIS  
My Commission Expires  
February 21, 2015  
Boone County  
Commission #11145987

## SIGNATURE AND IDENTITY OF BIDDER

The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual Bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention of binding himself to become the responsible and sole Contractor) he is the agent of, and duly authorized in writing to sign for the Bidder or Bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

( ) sole individual                      ( ) partnership                      ( ) joint venture  
 (x) corporation, incorporated under laws of the state of Missouri

Dated MARCH 15, 20 12

Name of individual, all partners, or joint venturers:

Address of each:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

doing business under the name of:

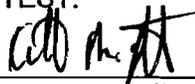
Address of principal place of business in Missouri:

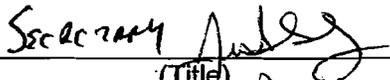
(If using a fictitious name, show this name above in addition to legal names.)

EMERY SADD & SONS, INC.  
 (If a corporation - show its name above)

2102 W. STADIUM BLVD., COLUMBIA, MO 65202

ATTEST:

  
 (Secretary)

←   
 (Title) Branch Manager

NOTE: If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, joint venturers, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by Section 417.200 to 417.230, RS Mo. shall be attached. If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by Section 351.570 and following, RS Mo. A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

**BIDDER'S ACKNOWLEDGMENT**

(Complete and fill out all parts applicable, and strike out all parts not applicable.)

State of MISSOURI

County of BOONE

On this 15 day of MARCH, 20 12

before me appeared JUSTIN GAY to me personally known, who, being by me first duly sworn, did say that he executed the foregoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners of joint ventures if fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

~~(if a sole individual)~~ acknowledged that he executed the same as his free act and deed.

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

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

of EMERY SAPP & SONS, Inc.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at march 15, 2012 the day and year first above written.



JENNA FORBIS  
My Commission Expires  
February 21, 2015  
Boone County  
Commission #11145987

Jenna Forbis

Notary Public

My Commission expires 2/21, 20 15.



**BOONE COUNTY, MISSOURI**  
Request for Bid #: 11-15MAR12 – Rolling Hills Road Improvements  
Phases 1B and 2 - Roadway Grading, Drainage and Paving

**ADDENDUM #1 - Issued March 6, 2012**

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

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

1. Specifications – Notice to Bidders, Bid Questions Deadline:

The bid questions deadline shall be revised to be 3:00 p.m. on Monday, March 12, 2012 not March 13, 2012.

2. Specifications – Special Provisions, Note 12:

Note 12 shall be revised to read as follows: **TRAFFIC SIGNAL MODIFICATIONS:** MoDOT has approved a signal plan to be built by others at the intersection of Rolling Hills Road and State Rte WW. At the time of plan preparation it is not known whether these improvements will be made by the time Phase 1B construction begins. The base bid assumes the intersection and signal improvements by others have not been completed and a temporary transition will need to be constructed from the end of concrete pavement to the edge of travel way on Rte WW. The bid price for Bid Alternate No. 1 (Traffic Signal Modification) shall be submitted assuming the improvements by others have been built per plan and must be modified as shown on Plan Sheets Alt1.1 – Alt 1.7. If the improvements by others have been built, but not per plan, the contractor shall notify Boone County immediately and Boone County will notify MODOT. If the improvements by others have not been built by the time the base bid (Phase 1B) construction is completed, a change order will be issued removing Bid Alternate No. 1 from the Contract."

3. General:

Please note that the bid specifications found on the Boone County website between 2/23/2012 and 2/31/2012 were incomplete. Bid responses based upon the incomplete specifications will not be considered for award.

4. General:

Precast concrete box culvert barrel sections are an allowed option to cast-in-place.

5. General:

The Engineer's Estimate for this project is as follows:

Base Bid + Bid Alternate #1 = \$1,550,000.00

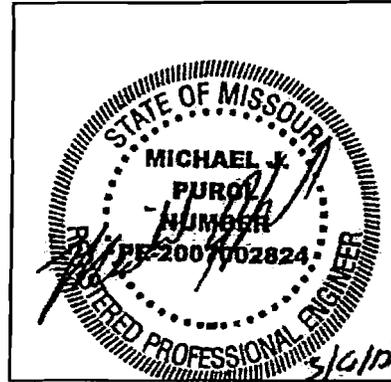
Base Bid + Bid Alternate #1 + Bid Alternate #2 = \$2,987,000.00

6. General:

Value Engineering Proposals in accordance with MoDOT Standard Specification Section 104.6 are allowed.

By:   
Tyson Boldan, Buyer  
Boone County Purchasing

Approved: Michael J. Puro  
Professional Engineer  
MO Lic. # PE-2007002824  
  
Poepping, Stone, Bach & Associates  
MO Engineering Corp. # 000534  
801 Broadway Suite 224  
Hannibal, MO 63401  
Phone: 573-406-0541  
Fax: 573-223-4605

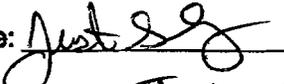


OFFEROR has examined copy of Addendum #1 to Request for Bid # 11-15MAR12 – Rolling Hills Road Improvements Phases 1B and 2 – Roadway Grading, Drainage and Paving, receipt of which is hereby acknowledged:

Company Name: EMERY SAPP & Sons, Inc.

Address: 2602 N STADIUM BLVD.  
COLUMBIA, MO 65202

Phone Number: 573-445-8331 Fax Number: 573-446-9805

Authorized Representative Signature:  Date: 3/15/12

Authorized Representative Printed Name: Justin S. Gay



EMERY SAPP & SONS, INC.

140 Walnut St.  
Kansas City, MO 64106  
O: 816.221.3500  
F: 816.421.9333

2602 N. Stadium Blvd.  
Columbia, MO 65202  
O: 573.445.8331  
F: 573.445.0266

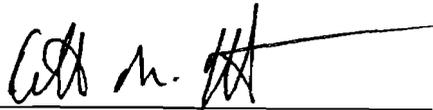
5350 E. State Hwy. AA  
Springfield, MO 65803  
O: 417.833.9915  
F: 417.833.9981

**AUTHORITY TO SIGN**

I, Keith M. Bennett, certify that I am the Secretary of Emery Sapp & Sons, Inc., a corporation organized in the State of Missouri; and that Justin Gay, who signed the attached document on behalf of Emery Sapp & Sons, Inc., is the Division Manager of the corporation; and that said document was duly signed for an on behalf of the corporation by authority of it's governing body and is within the scope of it's corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the corporation this 11<sup>th</sup> day of June, 21010.

*(Corporate Seal)*

  
\_\_\_\_\_  
Corporate Secretary

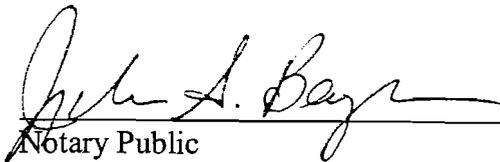
**NOTARZATION**

State of Missouri  
County of Boone

The foregoing was acknowledged before me this 11<sup>th</sup> day of June, 2010



JULEE G. BAUGH  
My Commission Expires  
September 13, 2010  
Boone County  
Commission #06938764

  
\_\_\_\_\_  
Notary Public





ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }  
County of Cole } ss.

On this 15th day of March, 2012, before me personally  
appeared Kris Copra, known to, me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Missouri  
County of Boone

**ALLISON PICKETT**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Boone County  
Commission # 10109195  
My Commission Expires: 11/03/2014

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KRIS COPRA, LOUIS A. LANDWEHR, ALLISON PICKETT, DARLA A. VELTROP, ALL OF THE CITY OF JEFFERSON CITY, STATE OF MISSOURI

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100 DOLLARS (\$ 50,000,000.00) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 24th day of October 2011



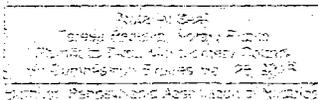
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of October, 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 15th day of March, 2012



By Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-810-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

## **IMPORTANT SURETY BOND INFORMATION MISSOURI**

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

### **MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

**Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154**

**Mailing Address:**

**1001 4th Avenue, Suite 1700  
Seattle, WA 98154**

**Telephone # 1-206-473-3799**

**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Emery Sapp & Sons, Inc.

2602 N. Stadium, Columbia, MO 65202

As Principal, hereinafter called Contractor, and  
Liberty Mutual Insurance Company

PO Box 8509-A, St. Louis, MO 63126

a Corporation, organized under the laws of the State of  
Massachusetts

and authorized to transact business in the State of Missouri, as Surety, hereinafter called  
Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee,  
hereinafter called Owner in the amount of  
Two Million Three Hundred Eighty Three Thousand Nine Hundred  
Twenty Five Dollars and 10/100 (\$2,383,925.10) Dollars,

for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered  
into a Contract with Owner for:

**BID NUMBER 11-15MAR12 – Rolling Hills Road Improvement 1B &2 Roadway Grading,  
Drainage, and Paving  
BOONE COUNTY, MISSOURI**

in accordance with the specifications and/or prepared by the County of Boone, which  
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if  
Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform  
the prevailing hourly wages and comply with all prevailing wage requirements as provided  
by such Contract and applicable prevailing wage laws, rules, and rates specified by  
regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in  
full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract,  
the Owner having performed Owner's obligations thereunder, the Surety may promptly  
remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its  
terms and conditions, and upon determination by Owner and Surety of the lowest responsible  
bidder, arrange for a Contract between such bidder and Owner, and make available as work

progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri, on this 26th day of March, 2012 .

Emery Sapp & Sons, Inc.  
(Contractor)

(SEAL)

BY: 

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
Kris Copra (Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

Surety Contact Name: Kris Copra  
Phone Number: (573) 634-2122  
Address: PO Box 1046  
Jefferson City, MO 65102

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,  
Emery Sapp & Sons, Inc.

2602 N. Stadium Blvd, Columbia, MO 65202 ,

as Principal, hereinafter called Contractor, and  
Liberty Mutual Insurance Company

PO Box 8509-A, St. Louis, MO 63126

a corporation organized under the laws of the State of  
Massachusetts, and authorized to transact business in the State of

Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of  
Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants  
as herein below defined, in the amount of

Two Million Three Hundred Eighty Three Thousand Nine

Hundred Twenty Five Dollars and 10/100 DOLLARS

(\$ 2,383,925.10 ), for the payment whereof Contractor and Surety bind  
themselves, their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents:

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

**BID NUMBER 11-15MAR12 – Rolling Hills Road Improvement 1B & 2 Roadway Grading,  
Drainage, and Paving  
BOONE COUNTY, MISSOURI**

in accordance with specifications and/or plans prepared by the County of Boone which  
contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the  
Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor  
and material used or reasonably required for use in the performance of the Contract, then this  
obligation shall be void; otherwise, it shall remain in full force and effect, subject, however,  
to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a  
subcontractor of the Contractor for labor, material, or both, used or reasonably required  
for use in the performance of the Contract; labor and material being construed to include  
the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or  
equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the  
Owner that every claimant as herein defined, who has not been paid in full before the  
expiration of a period of ninety (90) days after the date on which the last of such  
claimant's work or labor was done or performed, or materials were furnished by such

claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Jefferson City, Missouri on this 26th day of March 2012.

CONTRACTOR Emery Sapp & Sons, Inc. (SEAL)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY:   
(Attorney-In-Fact) Kris Copra

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

**ACKNOWLEDGMENT BY SURETY**

STATE OF Missouri }  
County of Cole } ss.

On this 26th day of March, 2012, before me personally  
appeared Kris Copra, known to me to be the Attorney-in-Fact of  
Liberty Mutual Insurance Company, the corporation  
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and  
year in this certificate first above written.

*Allison Pickett*  
Notary Public in the State of Missouri  
County of Boone

**ALLISON PICKETT**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Boone County  
Commission # 10109195  
My Commission Expires: 11/03/2014

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint KRIS COPRA, LOUIS A. LANDWEHR, ALLISON PICKETT, DARLA A. VELTROP, ALL OF THE CITY OF JEFFERSON CITY, STATE OF MISSOURI.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding FIFTY MILLION AND 00/100..... DOLLARS (\$ 50,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, David M. Carey, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this day of 24th day of October 2011.



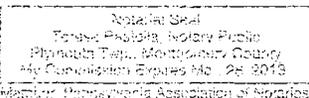
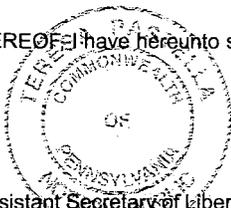
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of October 2011, before me, a Notary Public, personally came David M. Carey, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 26th day of March 2012.



By Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154

### **IMPORTANT SURETY BOND INFORMATION MISSOURI**

Your Liberty Mutual Surety agent is a professional independent Insurance Agent. If you have specific questions about your Surety Bond, you may direct them to your agent.

### **MISSOURI SPECIFIC QUESTIONS**

If you have been unable to contact or obtain information from your agent, you may contact Liberty Mutual Surety at the following address and telephone:

**AMERICAN STATES INSURANCE COMPANY  
SAFECO INSURANCE COMPANY OF AMERICA  
GENERAL INSURANCE COMPANY OF AMERICA  
FIRST NATIONAL INSURANCE COMPANY OF AMERICA**

**Liberty Mutual Surety  
1001 4th Avenue, Suite 1700  
Seattle, WA 98154**

**Mailing Address:**

**1001 4th Avenue, Suite 1700  
Seattle, WA 98154**

**Telephone # 1-206-473-3799**



# CERTIFICATE OF LIABILITY INSURANCE

4/1/2013

DATE (MM/DD/YYYY)

3/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No.):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Old Republic Insurance Company	24147
	INSURER B : Starr Indemnity & Liability Company	38318
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES EMESA01 V5 CERTIFICATE NUMBER: 11709819 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50,000 PD & BI DED. <input checked="" type="checkbox"/> PRODUCTS-COMP/OP GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	N	A5CG97541202	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/>	N	N	A5CA97541202	4/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$	Y	N	SISCCCL00020512	4/1/2012	4/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	A5CW97541202	4/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: #11-15MAR12 - ROLLING HILLS ROAD IMPROVEMENTS IB & 2 ROADWAY GRADING DRAINAGE AND PAVING, BOONE COUNTY, MO. BOONE COUNTY COMMISSION IS ADDITIONAL INSURED AS RESPECTS GENERAL AND UMBRELLA LIABILITY COVERAGE FOR THIS PROJECT. INSURANCE SHOWN APPLIES ONLY TO EXTENT OF WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

## CERTIFICATE HOLDER

## CANCELLATION

<b>11709819</b> BOONE COUNTY COMMISSION 613 E. ASH, ROOM 109 COLUMBIA MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

**Comprehensive General Liability Insurance -** The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.

**COMMERCIAL Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

**Proof of Carriage of Insurance -** The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.