

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 16th day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 5409 Thompson Road (parcel # 12-804-34-00-010.00 01).

Done this 16^h day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	August Session
5409 Thompson Road)	July Adjourned
Columbia, MO 65202)	Term 2011
)	Commission Order No. <u>324-2011</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 16th day of August 2011, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: junk, building materials and appliances.
4. The location of the public nuisance is as follows: 5409 Thompson Road PT NW NE PT SUR 7800 a/k/a parcel # 12-804-34-00-010.00 01 Section 34, Township 49, Range 12 as shown by deed book 3518 page 0179, Boone County
5. The specific violation of the Code is: junk, building materials and appliances in violation of section 6.5 of the Code. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 10th day of May, 2011, to the property owner, occupant, and any other applicable interested persons.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



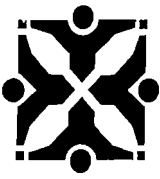
Boone County Clerk

5409 Thompson Road
picture taken 7/21/11



ACTIVITY LOG
5409 THOMPSON ROAD

- 5/10/11 citizen complaint received through Boone County Resource Management
- 5/11/11 notice sent via Certified Mail
- 5/30/11 notice returned to Health Department as unclaimed
- 6/29/11 notice of declaration of public nuisance and order for abatement posted in Columbia Daily Tribune
- 8/3/11 hearing notice sent via First Class Mail



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Howard Keith & Shirley Jean Fletcher
5409 Thompson Road
Columbia, MO 65202

An inspection of the property you own located at 5409 Thompson Road (parcel # 12-804-34-00-010.00 01) was conducted on May 10, 2011, 2011 and revealed appliances, building materials and junk on the premises. This condition is declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, August 16, 2011 at 9:30AM in the County Commission Chambers at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

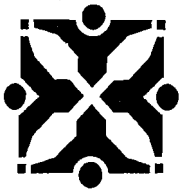
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Kala Gunier
Environmental Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 03 day of August, 2011 by DN.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



HEALTH DEPARTMENT
DIVISION OF ENVIRONMENTAL HEALTH

NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Howard Keith & Shirley Jean Fletcher
5409 Thompson Road
Columbia, MO 65202

An inspection of the property you own located at 5409 Thompson Road (parcel # 12-804-34-00-010.00 01) was conducted on May 10, 2011 and revealed junk, appliances and building materials on the premises.

This condition is hereby declared to be a public nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered under this notice, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a special tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Kala Gunier
Senior Environmental Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 11 day of May 2011 by [Signature].

1005 W. Worley ♦ P.O. Box 6015 ♦ Columbia, Missouri 65205-6015
Phone: (573) 874-7346 ♦ TTY: (573) 874-7356 ♦ Fax: (573) 817-6407
www.GoColumbiaMo.com





COLUMBIA DAILY
TRIBUNE
 P.O. Box 798 • Columbia, MO • 65205-0798

BILLING PERIOD		ADVERTISER/CLIENT NAME
06/24/11 - 06/30/11		CC HEALTH DEPT
TOTAL AMOUNT DUE	INVOICE NUMBER	TERMS OF PAYMENT
130.83	1148941	Due 30 Days

PAGE #	BILLING DATE	BILLED ACCOUNT NUMBER	ADVERTISER/CLIENT NUMBER
1	06/30/11	10195	

INVOICE

BILLED ACCOUNT NAME & ADDRESS *** ATTN ACCTS PAYABLE
 CC HEALTH DEPT
 PO BOX 6015 (po#110101)
 COLUMBIA MO 65205-6015

CREDIT CARD PAYMENTS	
 Card Number: _____	
 Exp. Date: _____	Amt. to pay: _____
 Signature: _____	
 Name on Card: _____	

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	DESCRIPTION - OTHER COMMENTS / CHARGES	SAU SIZE BILLED UNITS	TIMES RUN RATE	BALANCE
06/29	AD CLASS: 806734	Classified Line Fletcher	1x74L	1	65.86
	06/29	1000 1324846	74L		
06/30	806831	Goudschaal	1x73L	1	64.97
	06/30	1000 1325125	73L		
		Ad Class Totals:	\$130.83	147.000 line	

PLEASE PAY THIS AMOUNT 

130.83

COLUMBIA DAILY
TRIBUNE

101 North 4th Street • P.O. Box 798
 Columbia, MO 65205 • (573) 815-1500

ADVERTISER INFORMATION				
INVOICE NUMBER	BILLING PERIOD	BILLED ACCOUNT NUMBER	ADVERTISER / CLIENT NUMBER	ADVERTISER / CLIENT NAME
1148941	06/24/11 - 06/30/11	10195		CC HEALTH DEPT

AFFIDAVIT OF PUBLICATION

STATE OF MISSOURI) ss.
County of Boone)

I, Samantha Offutt, being duly sworn according to law, state that I am one of the publishers of the Columbia Daily Tribune, a daily newspaper of general circulation in the County of Boone, State of Missouri, where located; which newspaper has been admitted to the Post Office as periodical class matter in the City of Columbia, Missouri, the city of publication; which newspaper has been published regularly and consecutively for a period of three years and has a list of bona fide subscribers, voluntarily engaged as such, who have paid or agreed to pay a stated price for a subscription for a definite period of time, and that such newspaper has complied with the provisions of Section 493.050, Revised Statutes of Missouri 2000, and Section 59.310, Revised Statutes of Missouri 2000. The affixed notice appeared in said newspaper on the following consecutive issues:

- 1st Insertion June 29, 2011
- 2nd Insertion _____
- 3rd Insertion _____
- 4th Insertion _____
- 5th Insertion _____
- 6th Insertion _____
- 7th Insertion _____
- 8th Insertion _____
- 9th Insertion _____
- 10th Insertion _____
- 11th Insertion _____
- 12th Insertion _____
- 13th Insertion _____
- 14th Insertion _____
- 15th Insertion _____
- 16th Insertion _____
- 17th Insertion _____
- 18th Insertion _____
- 19th Insertion _____
- 20th Insertion: _____
- 21st Insertion: _____
- 22nd Insertion: _____

\$65.86

Printer's Fee

By: Samantha Offutt
Samantha Offutt

Subscribed & sworn to before me this 29 day of June, 2011

[Signature]
Notary Public

NOTICE OF DECLARATION OF PUBLIC NUISANCE AND ORDER OF ABATEMENT

To: Howard Keith &
Shirley Jean Fletcher
5409 Thompson Road
Columbia, MO 65202

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Health Department, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description:
5409 Thompson Road parcel number 12-804-34-00-010.00 01 Boone County, Missouri as shown by deed book 3518 page 0179

Type of Nuisance:
Junk, appliances and building materials on the premises in violation of section 6.5 of the Boone County Public Nuisance Ordinance.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone County Health Department, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: _____

Stephanie Browning,
Director, Columbia/Boone County Health Department

INSERTION DATE: June 29, 2011.

Parcel 12-804-34-00-010.00 01 **Property Location** 5409 THOMPSON ROAD

City COUNTY ROAD DISTRICT (CO) School COLUMBIA (C1)
 Library BOONE COUNTY (L1) Fire BOONE COUNTY (F1)

Owner FLETCHER HOWARD KEITH & SHIRLEY JEAN
 Address 5409 THOMPSON RD
 City, State Zip COLUMBIA, MO 65202-8211

Subdivision Plat Book/Page
 Section/Township/Range 34 49 12

Legal Description PT NW NE
 PT SUR 7800
 Deeded Acreage 1

Deed Book/Page 3518 0179 0545 0592

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	10,400	30,700	41,100	RI	1,976	5,833	7,809
Totals	10,400	30,700	41,100	Totals	1,976	5,833	7,809

MAY 11 2011

Previous Year's Tax
 Year 2010 Amount \$475.40

Residence Description

Year Built 1940 (Estimate)
 Use SINGLE FAMILY (101)

Basement NONE (1) Attic NONE (1)

Bedrooms 2 Main Area 788
 Full Bath 1 Finished Basement Area 0
 Half Bath 0
 Total Rooms 4 Total Square Feet 788

MAY 11 2011

www.ShowMeBoone.com, Boone County, Missouri. 801 East Walnut Columbia, MO 65201 USA.



CITY OF COLUMBIA/Bc



DEPARTMENT OF PUBLIC WORKS

1005 W. WORLEY
P.O. Box 6015
COLUMBIA, MISSOURI 65205-6015

CERTIFIED MAIL™



7011 1110 0110 0000 1000 0000 9722 6291

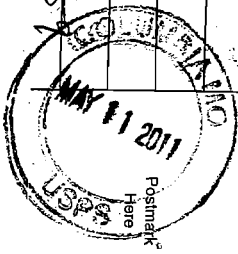


U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage and Fees	\$ 3.15



Sent To: **Howard Keith & Shirley Jean Fletcher**
 Street, or PO Box: **5409 Thompson Road**
 City, St: **Columbia, MO 65202**

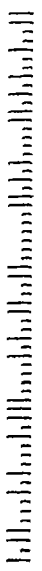
7011 0110 0001 9722 6291

HAZARD AND/OR NUISANCE ANL

Howard Keith & Shirley-Jean Fletcher
5409 Thompson Road
Columbia, MO 65202

NIXIE 601 BG-1 00-05/20/11
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD
BC: 65205601515 *2760-00419-11-42

652056015



Needs / Appliances
Howard Fletcher
5409 Thompson Rd
12-804-34-00-010-.00

trash / Junk

per Dave Forward
@ Boone Co Resource Mgmt

Mex Gravel (PP)
Wyatt Ln

Recorded in Boone County, Missouri

Date and Time 07/08/2009 at 08:29:43 AM

Instrument # 2009018639 Book 3518 Page 179

Grantor BOWER, WILLIAM K

Grantee FLETCHER, HOWARD KEITH

Instrument Type QTCL

Recording Fee \$27 00 S

No of Pages 2


Bettie Johnson, Recorder of Deeds



QUIT-CLAIM DEED

THIS DEED, Made and entered into this 7th day of July, 2009, by and between William K Bower, a/k/a William Kent Bower, and Melinda Joyce Bower, husband and wife, party or parties of the first part of Boone County, State of Missouri, Grantor(s) and Howard Keith Fletcher and Shirley Jean Fletcher, husband and wife, party or parties of the second part of Boone County, State of Missouri, Grantee(s)

Grantee's Mailing Address 5409 Thompson Road, Columbia MO 65202-8211

WITNESSETH, that the said party or parties of the first part, in consideration of the sum of Ten Dollars and other valuable consideration paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents, Remise, Release and forever Quit-Claim, unto the said party or parties of the second part and their heirs and assigns, the following described Lots, Tracts, or Parcels of land, lying, being and situated in the County of Boone, State of Missouri, to-wit

A tract of land containing one (1) acre, more or less, located in the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section Thirty-four (34), Township Forty-nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri, and being a part of County Survey No 7800 described as follows Starting at the northeast corner of County Survey No 7800, said point shown as being 617 feet west of the northeast corner of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section Thirty-four (34), thence with said survey South 989 feet to the center of the County road, thence with the center line of the County road South 64 degrees 30' West 224 feet to the corner of a one acre tract and the point of beginning, thence continuing with the center line of said road South 64 degrees 30' West 140 7 feet, thence North 373 3 feet to an iron, thence East 127 feet to an iron, thence South 312 7 feet to the point of beginning

Subject to Easements and Restrictions of Record

TO HAVE AND TO HOLD the same with all rights, immunities, privileges, and appurtenances thereunto belonging unto said party or parties of the second part and their heirs and assigns, FOREVER, so that neither the said party or parties of the first part, or

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

August Session of the July Adjourned

Term. 20 11

County of Boone

In the County Commission of said county, on the

16th

day of

August

20

11

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

Now on this day the County Commission of the County of Boone does hereby award bid 33-14JUL11 - 2011 Concrete Rehabilitation to Emery Sapp & Sons, Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

PURCHASE REQUISITION BOONE COUNTY, MISSOURI

08/09/11

REQUEST DATE

5869

VENDOR NO.

Emery Sapp & Sons, Inc.

VENDOR NAME

PHONE #

ADDRESS

CITY

STATE

ZIP

BID DOCUMENTATION

This field **MUST** be completed to demonstrate compliance with statutory bidding requirements.
 Refer to RSMo 50.660, 50.753-50.790, and the Purchasing Manual—Section 3

- Bid /RFP (enter # below)
- Sole Source (enter # below)
- Emergency Procurement (enter # below)
- Written Quotes (3) Attached (>\$750 to \$4,499)
- Purchase is <\$750 and is NOT covered by an existing bid or sole source

Not Subject To Bidding (select appropriate response below):

- Utility
- Employee Travel/Meal Reimb
- Training (registration/conf fees)
- Dues
- Pub/Subscription/Transcript Copies
- Refund of Fees Previously Paid to County
- Professional Services (see Purchasing Policy Section 3-103); enter RFP if applicable
- Intergovernmental Agreement
- Not Susceptible to Bidding for Other Reasons (Explain):
- Mandatory Payment to Other Govt
- Court Case Travel/Meal Reimb
- Tool and Uniform Reimb
- Inmate Housing
- Remit Payroll Withheld
- Agency Fund Dist (dept #s 7XXX)

#33-14JUL11
 (Enter Applicable Bid / Sole Source / Emergency Number)

Ship to Department # 2045

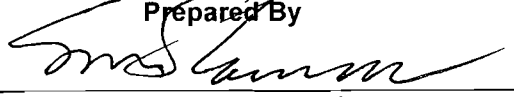
Bill to Department # 2045

Department	Account	Item Description	Qty	Unit Price	Amount
2 0 4 5	7 1 1 0 0	2011 Concrete Rehabilitation - BASE Bid	1	301,200	301,200
2 0 4 5	7 1 1 0 0	2011 Concrete Rehabilitation Contingency Amount (10%)	1	39216	39,216.00
2 0 4 5	7 1 1 0 0	2011 Concrete Rehabilitation - Alternate #1	1	43,849	43,849.00
2 0 4 5	7 1 1 0 0	2011 Concrete Rehabilitation - Alternate #2	1	47,111	47,111.00
TOTAL					\$431,376.00

I certify that the goods, services or charges specified above are necessary for the use of this department, are solely for the benefit of the county, and have been procured in accordance with statutory bidding requirements.

Tyson Boldan

Prepared By



Requesting Official

CA 8/12/11

Auditor Approval

Boone County Purchasing

Tyson Boldan
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Tyson Boldan
DATE: August 12, 2011
RE: 33-14JUL11 – 2011 Concrete Rehabilitation

The Bid for 2011 Concrete Rehabilitation closed on July 21, 2011. Three bids were received. Purchasing and the Resource Management department recommend award to Emery Sapp & Sons, Inc., for offering the lowest and best bid for Boone County.

The Bid Amount for this project was \$394,990.00. After including a the deduct of \$2,830.00.10 for R.A.P. and a 10% contingency amount of \$39,160.00, This project has a Purchase Order total of \$431,376.00. Invoices from this contract will be paid from department 2045 – PW – Design and Construction, account 71100 – Outside Services. The engineer's estimated amount was \$375,291.80.

This Total is \$31,376 over the budgeted amount. This difference will be made up from available funds in Class 7.

Attached is the Bid Tabulation for your review.

ATT: Bid Tabulation

cc: John Sullivan
Bid File

Boone County Purchasing

Tyson Boldan
Buyer



601 E. Walnut, Rm. 209
Columbia, MO 65201
(573) 886-4392
(573) 886-4390

TO: John Sullivan

FROM: Tyson Boldan
Buyer

DATE: July 22, 2011

RE: Bid Award Recommendation – # 33-14JUL11 – 2011 Concrete
Rehabilitation

Attached is the bid tabulation for the three 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: \$400,000.00

R.A.P./R.A.S. Deduction Total: \$2,830.00 (\$2/Ton)

Award Amount: \$392,160.00

Contingency Amount: \$39,216.00

Total (contract award + contingency): \$431,376.00

Award Bid by low bid to Emery Sapp & Sons, Inc.

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: _____

Stan Shawver

Date: 7/26/11

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 33-14JUL11 – 2011 Concrete Rehabilitation
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 deduction of Recycle Asphalt Products in the amount of \$2,830.00, coming to a Bid Total in the amount of \$392,160.00.

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
 *Sample Labor & Material Payment Bond, which shall be completed and returned to the County 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

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 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 Owner agrees to pay the Contractor in the amount: \$392,160.00

Three Hundred Ninety Two Thousand One Hundred Sixty Dollars and Zero Cents \$392,160.00

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 8/16/2011 at Columbia, Missouri.

(Date)

CONTRACTOR:
EMERY SAPP & SONS, INC.

OWNER, BOONE COUNTY, MISSOURI

By: [Signature]
Authorized Representative Signature

By: [Signature]
Edward H. Robb, Presiding Commissioner

By: [Signature]
Authorized Representative Printed Name
Title: _____

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.)

[Signature]
Signature

8/12/11
Date

2045/71100 - \$392,160.00

Appropriation Account

REVISED BID FORM

2011 CONCRETE REHABILITATION PROGRAM

BASE BID - GEORGETOWN DRIVE

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$ 6,100. ⁰⁰	\$ 6,100. ⁰⁰
Traffic Control/Phasing	1	LS	\$ 5,475. ⁰⁰	\$ 5,475. ⁰⁰
Erosion Control	1	LS	\$ 110. ⁰⁰	\$ 110. ⁰⁰
Restoration	1	LS	\$ 110. ⁰⁰	\$ 110. ⁰⁰
Saw, Clean, and Seal Cracks/Joints	2,500	LF	\$ 2.85	\$ 7,125. ⁰⁰
Remove Existing PCC - Full Depth (Pre-Milling)	1,800	SY	\$ 17.35	\$ 31,230. ⁰⁰
7" PCC Patching - Full Depth (Pre-Milling)	1,800	SY	\$ 58. ⁰⁰	\$ 104,400. ⁰⁰
Remove Existing PCC - Full Depth (Post-Milling)	300	SY	\$ 11. ⁰⁰	\$ 3,300. ⁰⁰
6" PCC Patching - Full Depth (Post-Milling)	300	SY	\$ 51. ⁰⁰	\$ 15,300. ⁰⁰
Base Repair (Includes Excavation, Compaction, Fabric and Backfill)	200	SY	\$ 21.50	\$ 4,300. ⁰⁰
Curb Repair	100	LF	\$ 39. ⁰⁰	\$ 3,900. ⁰⁰
Mill PCC Surface (2")	11,000	SY	\$ 1.95	\$ 21,450. ⁰⁰
2" Asphalt Overlay (Tack Coat & 2" BP-2)	1,230	Tons	\$ 82. ⁰⁰	\$ 100,860. ⁰⁰
BASE BID TOTAL	<i>THREE HUNDRED THREE THOUSAND SIX HUNDRED SIXTY DOLLARS</i>			\$ 303,660. ⁰⁰

ADDITIVE ALTERNATE #1 - BURNING BUSH COURT

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$ 3,000. ⁰⁰	\$ 3,000. ⁰⁰
Traffic Control/Phasing	1	LS	\$ 1,850. ⁰⁰	\$ 1,850. ⁰⁰
Erosion Control	1	LS	\$ 55. ⁰⁰	\$ 55. ⁰⁰
Restoration	1	LS	\$ 55. ⁰⁰	\$ 55. ⁰⁰
Saw, Clean, and Seal Cracks/Joints	500	LF	\$ 2.85	\$ 1,425. ⁰⁰
Remove Existing PCC - Full Depth (Pre-Milling)	160	SY	\$ 22.85	\$ 3,656. ⁰⁰
6" PCC Patching - Full Depth (Pre-Milling)	160	SY	\$ 62. ⁰⁰	\$ 9,920. ⁰⁰
Remove Existing PCC - Full Depth (Post-Milling)	100	SY	\$ 11. ⁰⁰	\$ 1,100. ⁰⁰
4" PCC Patching - Full Depth (Post-Milling)	100	SY	\$ 49. ⁰⁰	\$ 4,900. ⁰⁰
Base Repair (Includes Excavation, Compaction, Fabric and Backfill)	50	SY	\$ 21.50	\$ 1,075. ⁰⁰
Curb Repair	40	LF	\$ 39. ⁰⁰	\$ 1,560. ⁰⁰
Mill PCC Surface (2")	770	SY	\$ 5.90	\$ 4,543. ⁰⁰
2" Asphalt Overlay (Tack Coat & 2" BP-2)	85	Tons	\$ 128. ⁰⁰	\$ 10,880. ⁰⁰
ALTERNATE #1 TOTAL	<i>FIFTY FOUR THOUSAND NINETEEN DOLLARS</i>			\$ 44,019. ⁰⁰

ADDITIVE ALTERNATE #2 - LOTUS COURT

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$ 3000. ⁰⁰	\$ 3000. ⁰⁰
Traffic Control/Phasing	1	LS	\$ 1850. ⁰⁰	\$ 1850. ⁰⁰
Erosion Control	1	LS	\$ 55. ⁰⁰	\$ 55. ⁰⁰
Restoration	1	LS	\$ 55. ⁰⁰	\$ 55. ⁰⁰
Saw, Clean, and Seal Cracks/Joints	750	LF	\$ 2.85	\$ 2137. ⁵⁰
Remove Existing PCC - Full Depth (Pre-Milling)	180	SY	\$ 21.15	\$ 3,807. ⁰⁰
6" PCC Patching - Full Depth (Pre-Milling)	180	SY	\$ 62.15	\$ 11,187. ⁰⁰
Remove Existing PCC - Full Depth (Post-Milling)	100	SY	\$ 11. ⁰⁰	\$ 1,100. ⁰⁰
4" PCC Patching - Full Depth (Post-Milling)	100	SY	\$ 49. ⁰⁰	\$ 4,900. ⁰⁰
Base Repair (Includes Excavation, Compaction, Fabric and Backfill)	50	SY	\$ 21.75	\$ 1,087. ⁵⁰
Curb Repair	20	LF	\$ 39. ⁰⁰	\$ 780. ⁰⁰
Mill PCC Surface (2")	840	SY	\$ 5.80	\$ 5,452. ⁰⁰
2" Asphalt Overlay (Tack Coat & 2" BP-2)	100	Tons	\$ 119. ⁰⁰	\$ 11,900. ⁰⁰
ALTERNATE #2 TOTAL	<i>Forty seven thousand three hundred eleven dollars</i>			\$ 47,311.⁰⁰

BASE BID TOTAL	\$ 303,660.⁰⁰
BASE BID + ADDITIVE ALTERNATE #1 TOTAL	\$ 347,677.⁰⁰
BASE BID + ADDITIVE ALTERNATE #2 TOTAL	\$ 350,971.⁰⁰
BASE BID + ADDITIVE ALTERNATE #1 + ADDITIVE ALTERNATE #2 TOTAL	\$ 394,990.⁰⁰

PROJECT DEDUCTIONS

Enter deduct amount for the below items the bidder wishes to use. Increased costs associated with an item should be indicated by a negative deduct. It will be the County's discretion to incorporate these deductions into the project. R.A.P./R.A.S. may be incorporated into HMA at a maximum rate of 20%.

Description	Deduct from Bid Items	Unit Price Deduct
R.A.P./R.A.S.	2" Asphalt Overlay (Tack Coat & 2" BP-2)	\$ 2. ⁰⁰

***** Option - MoDOT Asphalt Price Index *****

If you accept to be bound by this provision, you must sign below. No signature will be interpreted to mean bidder rejects the use of the Price Index. **See SPECIAL PROVISIONS**

Acceptance by: *[Signature]*

Date: 7/24/11

BID FORM

2011 CONCRETE REHABILITATION PROGRAM

BASE BID - GEORGETOWN DRIVE

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$	\$
Traffic Control/Phasing	1	LS	\$	\$
Erosion Control	1	LS	\$	\$
Restoration	1	LS	\$	\$
Saw, Clean, and Seal Cracks/Joints	2,500	LF	\$	\$
Remove Existing PCC - Full Depth	1,800	SY	\$	\$
7" PCC Patching - Full Depth	1,800	SY	\$	\$
Remove Milled PCC - Full Depth	300	SY	\$	\$
5" PCC Patching - Full Depth	300	SY	\$	\$
Base Repair (Includes Excavation, Compaction, Fabric and Backfill)	200	SY	\$	\$
Curb Repair	100	LF	\$	\$
Mill PCC Surface (2")	11,000	SY	\$	\$
2" Asphalt Overlay	1,230	Tons	\$	\$
BASE BID TOTAL				\$

ADDITIVE ALTERNATE #1 - BURNING BUSH COURT

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$	\$
Traffic Control/Phasing	1	LS	\$	\$
Erosion Control	1	LS	\$	\$
Restoration	1	LS	\$	\$
Saw, Clean, and Seal Cracks/Joints	500	LF	\$	\$
Remove Existing PCC - Full Depth	160	SY	\$	\$
7" PCC Patching - Full Depth	160	SY	\$	\$
Remove Milled PCC - Full Depth	100	SY	\$	\$
5" PCC Patching - Full Depth	100	SY	\$	\$
Base Repair (Includes Excavation, Compaction, Fabric and Backfill)	50	SY	\$	\$
Curb Repair	40	LF	\$	\$
Mill PCC Surface (2")	770	SY	\$	\$
2" Asphalt Overlay	85	Tons	\$	\$
ALTERNATE #1 TOTAL				\$

ADDITIVE ALTERNATE #2 - LOTUS COURT

Description	Qty.	Unit	Unit Price	Total
Mobilization	1	LS	\$	\$
Traffic Control/Phasing	1	LS	\$	\$
Erosion Control	1	LS	\$	\$
Restoration	1	LS	\$	\$
Saw, Clean, and Seal Cracks/Joints	750	LF	\$	\$
Remove Existing PCC - Full Depth	180	SY	\$	\$
7" PCC Patching - Full Depth	180	SY	\$	\$
Remove Milled PCC - Full Depth	100	SY	\$	\$
5" PCC Patching - Full Depth	100	SY	\$	\$
Base Repair (Includes Excavation, Compaction, Fabric and Backfill)	50	SY	\$	\$
Curb Repair	20	LF	\$	\$
Mill PCC Surface (2")	940	SY	\$	\$
2" Asphalt Overlay	100	Tons	\$	\$
ALTERNATE #2 TOTAL				\$

BASE BID TOTAL	\$
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BASE BID + ADDITIVE ALTERNATE #1 TOTAL	\$
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BASE BID + ADDITIVE ALTERNATE #2 TOTAL	\$
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BASE BID + ADDITIVE ALTERNATE #1 + ADDITIVE ALTERNATE #2 TOTAL	\$
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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>
7/11/11	# 1
7/14/11	# 2
7/19/11	# 3

COMPANY NAME: EMERY SAPP & SONS, INC.

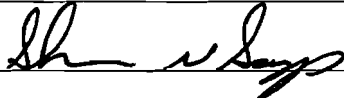
ADDRESS: 2602 N. STADIUM BLD.

CITY, STATE, ZIP COLUMBIA, MD 65202

PHONE NUMBER: 573-445-8331

AUTHORIZED REPRESENTATIVE: SHAWN SAPP

TITLE: TREASURER

SIGNATURE: 

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

COLUMBIA CUB & GUTER CO.

APAC, MISSOURI, INC.

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: 2011 CONCRETE RENOVATION PROGRAM

Project No.: 10-635

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.

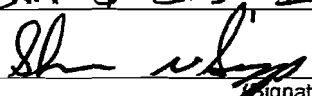
SECTION V

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)

SHAWN SAPP
(Print or Type Name)

Title: TREASURER

Address: 2602 N. STADIUM BLVD.

City, State, Zip: COLUMBIA, MD 65202

Phone: 573-445-8331

Fax: 573-446-4805

Date: 7/14/11

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.

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: EMEY SAPP & SONS, INC.
2. Business Address: 2602 N. STADIUM BLVD.
COLUMBIA, MO 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:
39
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: 75 %
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: 4/12/2011 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2011	STREET	CAPE GIRARDEAU CO RT AB	MODOT-DISTRICT 10	CAPE GIRARDEAU, MO	\$2,551,804.00	0%	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	0%	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	0%	Dan Smith	2065 North Clifton, Springfield, MO 65803	417-831-3581	
2011	UTIL	BELLA VISTA WATER MAIN	BELLA VISTA VILLAGE POA	BELLA VISTA, AR	\$452,298.00	4%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472	
2010	BRIDGE	BARTON CO RT 71	MODOT-DISTRICT 7	LAMAR, MO	\$1,747,817.00	0%	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	50%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2010	AIRPORT	JESSE VIERTEL MEMORIAL AIRPORT CONSTRUCT T- HANGAR TAXILANES	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$421,524.00	2%	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	25%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	STREET	3RD STREET IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$1,084,668.00	25%	Matt Braland-Kilian Construction	2664 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	8%	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	27%	Mark Montgomery	414 East 12th Street, Kansas City, MO 64106	816-513-2613	816-513-2615
2010	Hwy	LACLEDE/PULASKI I-44 J812167	MODOT - DISTRICT 8	JEROME, MO	\$1,097,159.00	22%	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	85%	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%		Cripple Creek TDD 4800 West Blvd Poplar Bluff, MO 63901	573-886-0806	
2010	STREET	CONCRETE STREET REPLACEMENT PROGRAM	CITY OF SPRINGFIELD, MO	SPRINGFIELD, MO	\$1,219,483.00	75%	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	95%	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	20%	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 Lamone 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	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	45%	Jeremy Lambdan	M.W. Builders 1701 n. General Bruce Drive Temple, TX 76504	254-778-4241	264-776-6151
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	816-822-0480	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	\$1,033,078.85	100%	JEFF SELL	CITY HALL ANNEX, 903 MAIN ST. BLUE SPRINGS, MO 64015		



2011 CURRENT AND RECENT STATE/ MUNICIPAL/ DISTRICT PROJECTS:

LAST UPDATED: 4/12/2011 DAW

CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2011	STREET	CAPE GIRARDEAU CO RT A8	MODOT-DISTRICT 10	CAPE GIRARDEAU, MO	\$2,551,804.00	0%	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	0%	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	0%	Den Smith	2065 North Clifton, Springfield, MO 65803	417-831-3581	
2011	UTIL	BELLA VISTA WATER MAIN	BELLA VISTA VILLAGE POA	BELLA VISTA, AR	\$452,296.00	4%	David Todd-CEI Engineering	3108 SW Regency Parkway Suite 2, Bentonville, AR 72712	479-273-9472	
2010	BRIDGE	BARTON CO RT 71	MODOT-DISTRICT 7	LAMAR, MO	\$1,747,817.00	0%	Becky Baltz	3901 East 32nd Street, Joplin, MO 64804	417-821-6500	417-829-3393
2010	UTIL	OLD MILL CREEK WATER LINE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$405,007.00	50%	Kenny Eads	City of Columbia 701 E Broadway, Columbia, MO 65201	573-817-6408	573-874-7132
2010	AIRPORT	JESSE VIERTEL MEMORIAL AIRPORT CONSTRUCT T- HANGAR TAXILANES	CITY OF BOONVILLE, MO	BOONVILLE, MO	\$421,524.00	2%	Chris Flageolle Lochner-BWR	803 East 104th St, Suite 900, Kansas City, MO 64131-3451	816-363-2698	816-363-0027
2010	STREET	STADIUM BLVD CROSSROADS ENTRANCE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$225,625.00	25%	Dave Bugg	City of Columbia 701 E Broadway, Columbia, MO 65201	573-874-7269	573-874-7132
2010	STREET	3RD STREET IMPROVEMENTS	CITY OF MANHATTAN, KS	MANHATTAN, KS	\$1,084,669.00	25%	Matt Breland-Killian Construction	2664 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	8%	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	27%	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	22%	Vicky Woods, RE	MODOT 303 North Oak Street, Rolla MO 65402	573-368-2667	
2010	UTIL	GANS CREEK PUMP STATION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$361,608.00	85%	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%		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	75%	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	\$2,485,943.80	95%	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	\$18,758,269.91	20%	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 Stales	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	573.682.1175
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	573.289.7197	573.682.1175
2010	SITE DEV	AIT BARRACKS COMPLEX	U.S. Army Corps of Engineers - KC District	Fot Leonard Wood, MO	\$5,829,234.97	45%	Jeremy Lambden	M.W. Builders 1701 n. General Bruce Drive Temple, TX 76504	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	800 NE COLBURN RD LEE'S SUMMIT, MO 64084	816-822-0460	816-822-0461
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



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2009	UTIL	UMC SOUTHEAST GATEWAY UTIL. PHASE #3A	UNIV. OF MISSOURI - COLUMBIA	COLUMBIA, MO	\$568,832.00	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	573-522-8287
2009	Hwy	MILLER CO RT 54	MODOT - DISTRICT 5	OSAGE BEACH, MO	\$5,228,719.50	100%	Trent Brooks	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-526-8099	573-522-8287
2009	Hwy	JACKSON CO RT 150	MODOT - DISTRICT 4	LEE'S SUMMIT, MO	\$14,101,938.23	50%	Jeffrey Hardy	600 NE COLBURN RD LEE'S SUMMIT, MO 64064	816-622-6570	816-622-6323
2009	Hwy	CAMDEN/LACLEDE CO RT 5	MODOT - DISTRICT 5	CAMDENTON - LEBANON, MO	\$16,150,581.52	95%	Dennis Krenning	RT2 BOX 870 BUFFALO, MO 65648	417-345-2192	
2009	Hwy	COLT RAILROAD BRIDGE	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$3,752,457.48	100%	Christian Johannngmeler	COLT RAILROAD COLUMBIA, MO City Hall 101 S. Oak St. Eldon, MO 65026	573-874-6373	573-392-2291 Ext. 7
2009	AIRPORT	ELDON MODEL AIRPARK - RUNWAY EXTENSION PROJECT	CITY OF ELDON, MO	ELDON, MO	\$3,181,603.38	100%	Debbie Guthrie	251 SW OUTER ROAD BRANSON, MO 65616	417-895-7600	417-895-7637
2009	Hwy	GREENE CO RT 65	MODOT - DISTRICT 8	SPRINGFIELD, MO	\$26,943,391.77	75%	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
2008	STREET	SCOTT BLVD IMPROVEMENTS	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$11,131,564.00	75%	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	95%	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	MODOT - DISTRICT 5	COLUMBIA, MO	\$116,241.00	100%	Charles Sullivan	COLUMBIA, MO 65203	573-884-4770	
2009	AIRPORT	WEST PLAINS MUNICIPAL AIRPORT - PARALLEL TAXIWAY EXTENSION & TAXILANE REHAB	CITY OF WEST PLAINS, MO	WEST PLAINS, MO	\$1,193,503.00	100%	Royce Fugate	1910 Holiday Lane West Plains, MO 65775	417-256-7176	
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	\$1,939,627.00	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	95%	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



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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 COLUMIA, 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 65816	417-337-8559	
2008	AIRPORT	ALLEN COUNTY AIRPORT	CITY OF IOLA, KS	IOLA, KS	\$415,088.00	100%	Glen Davldson	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 8TH, 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
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 Stervinou	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%	Shelle 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	\$1,588,532.00	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%	Dick 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	\$1,681,458.00	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	638-581-9770	
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	314-335-4060	
2008	STORM/ SEWER	RUTLEDGE STORM WATER	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$311,728.00	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	573-472-6333	573-472-5381



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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	680-888-2226	680-888-9585
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
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	\$179,817.00	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	LIGGETT ROAD	JACKSON CO., MO	INDEPENDENCE, MO	\$2,431,677.00	100%	RODGER SEIDELMAN		816-847-7055	816-847-7051
2007	STREET/ BRIDGE/ 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	\$628,100.05	100%	TED STOCKWELL	28540 JETWAY RD. BROOKFIELD, MO 64828	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	785-229-3830	785-229-3839
2006	EXCAV/ 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



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CONTRACT AWARDED	TYPE	PROJECT TITLE	OWNER	LOCATION	CONTRACT AMOUNT	PERCENT COMPLETE	PROJECT CONTACT	CONTACT ADDRESS	CONTACT PHONE NUMBER	CONTACT FAX NUMBER
2006	HWY	BUSINESS 36 IMPROVEMENTS	CITY OF CHILLICOTHE, MO	CHILLICOTHE, MO	\$681,987.00	100%	HUGH MUSSELMAN	715 WASHINGTON CHILLICOTHE, MO 64801	660-646-3811	660-648-6811
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	1580 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	417-895-7800	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 85	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
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	573-522-1058
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 SYMONDS	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	2875 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	816-969-1795
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	816-988-2425	816-988-2435
2006	STREET/ STORM/ WATER	HOPE PLACE - STREET RECONSTRUCTION	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$253,612.00	100%	MIKE SYMONDS	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 SYMONDS	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. 80	MODOT - DISTRICT 9	VAN BUREN, MO	\$16,107,288.00	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	\$1,295,608.60	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 SYMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132



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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	\$93,836.00	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
2004	AIRPORT	LAWRENCE AIRPORT	CITY OF LAWRENCE, KS	LAWRENCE, KS	\$988,265.00	100%	STEVE BENNETT	6 E. 8TH 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	\$975,338.00	100%	CHRIS COX	1900 E. BOONVILLE RD. SEDALIA, MO 65301	860-828-4128	860-828-4333
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	417-589-3134	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	417-829-3140
2004	HWY	MILLER COUNTY RTE. 52	MODOT - DISTRICT 5	TUSCUMBIA, MO	\$3,188,808.00	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 81 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. 162	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	3802 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



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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	\$18,803,066.00	100%	ROGER SCHWARTZE	1511 MISSOURI BLVD JEFFERSON CITY, MO 65102	573-751-3322	573-622-1059
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	573-622-1059
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	\$2,183,880.20	100%	MIKE SYMONDS	P.O. BOX 8015, 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	2875 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 SYMONDS	P.O. BOX 8015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2003	STREET/ STORM	ROLLINS RD	CITY OF COLUMBIA, MO	COLUMBIA, MO	\$795,773.00	100%	MIKE SYMONDS	P.O. BOX 8015, 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	\$682,740.00	100%	MIKE SYMONDS	P.O. BOX 8015, 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	417-478-5101
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	573-248-2823
2002	HWY	CHARITON CO.	MODOT - DISTRICT 2	KEYTESVILLE, MO	\$410,803.00	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	573-248-2823
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	\$8,384,318.00	100%	KIRK JURANAS	HIGHWAY 61 SOUTH HANNIBAL, MO 63401	573-248-2490	573-248-2823
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	573-622-1059
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 8015, 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	\$211,088.00	100%	CHARLES TRYBAN	214 N. LAFAYETTE MARSHALL, MO 65340	660-888-2226	660-886-9565



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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	636-492-1613
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 SYMMONDS	P.O. BOX 6015, 701 E. BROADWAY COLUMBIA, MO 65205	573-874-7250	573-874-7132
2001	AIRPORT	LINN COUNTY AIRPORT	MODOT - DISTRICT 2	BROCKFIELD, 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 83 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 64084	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
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	660-882-7441	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	\$5,938,988.00	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

SHAWN SAPP, being first duly sworn, deposes and

says that he is Treasurer
(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 14 day of July, 20 11

Jenna Forbis
Notary Public

My Commission Expires Feb. 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
 corporation, incorporated under laws of the state of Missouri

Dated July 14, 20 11

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

2602 N. STADIUM BLVD. COLUMBIA, MO 65202

ATTEST:


(Secretary)

7/14/11 SECRETARY
(Title)

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 14 day of July, 20 11

before me appeared SHAWN SAPP 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 TREASURER
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 Columbia, MO the day and year first above written.

(SEAL) Jenna Forbis Notary Public



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

My Commission expires Feb 21, 20 15.



EMERY SAPP & SONS, INC.

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

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

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 Shawn Sapp who signed the attached document on behalf of Emery Sapp & Sons, Inc. is the Treasurer of the corporation; and that said document was duly signed for and 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 18th day of May, 2007.

(Corporate Seal)



Corporate Secretary

NOTARIZATION

STATE OF MISSOURI

COUNTY OF BOONE

The foregoing was acknowledged before me this 18th day of May, 2007.



ANGIE M. RICHARDSON
My Commission Expires
December 16, 2007
Boone County



Notary Public

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.

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5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify.. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

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

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

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

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

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

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

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

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ARTICLE III

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

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

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

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

Company ID Number: 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

Company ID Number: 86909

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

Information relating to your Company:

Company Name: Emery Sapp & Sons, Inc.

Company Facility Address: 2602 N Stadium Blvd
Columbia, MO 65202

Company Alternate Address: _____

County or Parish: BOONE

Employer Identification Number: 431708848

North American Industry
Classification Systems Code: 237

Parent Company: _____

Number of Employees: 100 to
499 Number of Sites Verified for: 1

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

- MISSOURI 1 site(s)

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

Name: **Dawn DeBrodie**
Telephone Number: **(573) 445 - 8331** Fax Number:
E-mail Address: **dawnd@emerysapp.com**

Name: **Dan Hoover**
Telephone Number: **(573) 445 - 8331** Fax Number:
E-mail Address: **dhoover@emerysapp.com**



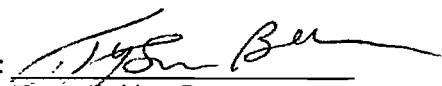
BOONE COUNTY, MISSOURI
Request for Bid #: 33-14JUL11 – 2011 Concrete Rehabilitation Program

ADDENDUM #1 - Issued July 11, 2011

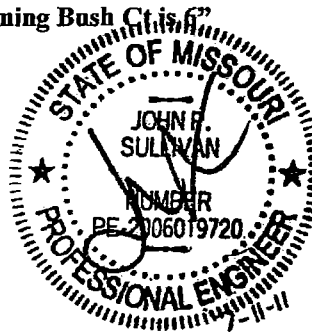
This addendum is issued in accordance with the Request for Bid Notice to Bidders and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **should** be acknowledged and submitted with Offeror's *Response Form*.

Specifications 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. **Note to Bidders – Evaluation of the existing concrete streets indicated the following:**
 - a. **Existing PCC thickness of Georgetown Drive is 7"**
 - b. **Existing PCC thickness of Lotus Ct and Burning Bush Ct is 6"**

By: 
Tyson Boldan, Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #1 to Request for Bid # 33-14JUL11, 2011 Concrete Rehabilitation Program, receipt of which is hereby acknowledged:

Company Name: EMERY SAPP & SONS, Inc.

Address: 2602 N. STADIUM BLD.
COLUMBIA, MD 65202

Phone Number: 573-445-8231 Fax Number: 573-446-4805

Authorized Representative Signature:  Date: 7/14/11

Authorized Representative Printed Name: SHAWN SAPP



BOONE COUNTY, MISSOURI
Request for Bid #: 33-14JUL11 - 2011 Concrete Rehabilitation Program

ADDENDUM #2 - Issued July 14, 2011

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 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. Please replace the Notice to Bidders sections Bids Accepted Until:, and Bids Opened After:, of the Bid Documents with the following:

REVISED NOTICE TO BIDDERS

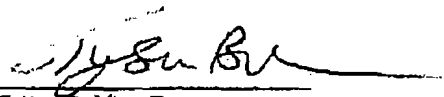
Bids Accepted Until:

Sealed bids will be accepted until 1:15 p.m. on July 21, 2011 at the Boone County Purchasing Office, Johnson Building, 601. East Walnut, 2nd Floor, Room 209, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after 1:30 p.m. on July 21, 2011 in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

By:


Tyson Boldan, Buyer
Boone County Purchasing

Approved:



RFB #: 33-14JUL11

1

7/14/11

OFFEROR has examined copy of Addendum #1 to Request for Bid # 33-14JUL11, 2011 Concrete Rehabilitation Program, receipt of which is hereby acknowledged:

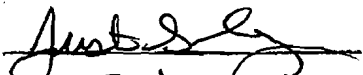
Company Name: EMERY SAPP & SONS, INC.

Address: 2602 N. STADIUM BLD.

COLUMBIA, MO 65202

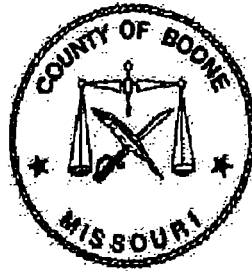
Phone Number: 573-445-8331

Fax Number: 573-446-4805

Authorized Representative Signature: 

Date: 7/20/11

Authorized Representative Printed Name: Justin Sapp



BOONE COUNTY, MISSOURI
Request for Bid #: 33-14JUL11 - 2011 Concrete Rehabilitation Program

ADDENDUM #3 - Issued July 19, 2011

This addendum is issued in accordance with the Request for Bid, Bid Form, Bid Specifications, and Special Conditions 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 **MUST** be acknowledged and submitted with Offeror's *Response Form*.

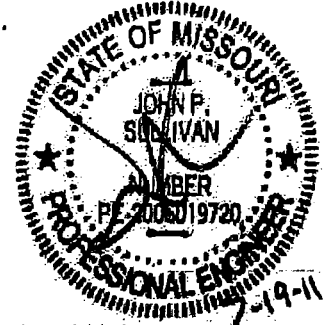
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. **REPLACE** Bid Form on pages 2.1 and 2.2, of the Bid Documents with the attached Revised Bid Form.
2. **ADD** the attached Special Provisions page SP.3, to the Bid Documents.
3. **NOTE:** that full width repairs to Georgetown Drive shall be in accordance with the Boone County Roadway Regulations Chapter II, detail number 220.01.

By:


Tyson Boldan, Buyer
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #3 to Request for Bid # 33-14JUL11, 2011 Concrete Rehabilitation Program, receipt of which is hereby acknowledged:

Company Name: Emery Sapp & Sons, Inc.

Address: 2602 N. STADIA BLVD.
COLUMBIA, MO 65202

Phone Number: 573-445-8331 Fax Number: 573-446-4805

Authorized Representative Signature:  Date: 7/20/11

Authorized Representative Printed Name: Justin S Gay

RFB #: 33-14JUL11

7/19/11



Liberty Mutual Surety
450 Plymouth Road, Suite 400
Plymouth Meeting, PA 19462

BID BOND

Conforms with The American Institute of Architects,
A.I.A. Document No. A-310

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

2602 North Stadium Blvd, Columbia, MO 65202

_____ as Principal, hereinafter
called the Principal, and Liberty Mutual Insurance Company
of St. Louis, MO,
a corporation duly organized under the laws of the State of MA, as Surety, hereinafter called the Surety, are held and
firmly bound unto
Boone County, Missouri, 601 E Walnut, Rm 209, Columbia, MO as Obligee, hereinafter called the Obligee,

in the sum of Five Percent of Amount Bid Dollars

(\$ 5%), for the payment of which sum well and truly to be made, the said Principal and the said Surety,
bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2011 Concrete Rehabilitation Program

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the
Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such
Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full
force and effect.

Signed and sealed this 21st day of July, 2011

Angela Respan

Witness

Emery Sapp & Sons, Inc. (Seal)

Principal
CEO

Title

[Signature]

Witness

Liberty Mutual Insurance Company
By Kris J. Bennett

Kris J. Bennett Attorney-in-Fact






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

ACKNOWLEDGMENT BY SURETY

STATE OF Missouri }
County of Cole } ss.

On this 21st day of July, 2011, before me personally
appeared Kris L. Bennett, 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 WAGGANER
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission # 10109195
My Commission Expires: 11/3/2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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 L. BENNETT, LOUIS A. LANDWEHR, CHARLES E. TRABUE, 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, Garnet W. Elliott, 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 27th day of May, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

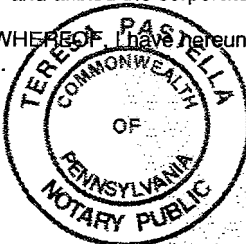
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 27th day of May, 2010, before me, a Notary Public, personally came Garnet W. Elliott, 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.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

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 21st day of July, 2011.



By David M. Carey, 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



CERTIFICATE OF LIABILITY INSURANCE

4/1/2012

DATE (MM/DD/YYYY)

8/5/2011

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 (A+ XI)		24147
INSURER B: Starr Indemnity & Liability Company		38318
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 1327110 EMERY SAPP & SONS, INC.
 2602 STADIUM BLVD.
 COLUMBIA MO 65202

COVERAGES EMESA01 V5 **CERTIFICATE NUMBER:** 11374688 **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	ADDL 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: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	N	A5CG97541001	4/1/2011	4/1/2012	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 <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> PHYS. DAM.	N	N	A5CA97541001	4/1/2011	4/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX Phys Dam Deds \$ 5,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	SISCCCL00020511	4/1/2011	4/1/2012	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) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	A5CW97541001	4/1/2011	4/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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: 2011 CONCRETE REHABILITATION PROGRAM. BOONE COUNTY, MISSOURI 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

11374688

BOONE COUNTY, MISSOURI
 601 E. WALNUT, ROOM 209
 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

PERFORMANCE 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 63126-0549

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 Oblige, hereinafter
called Owner, in the amount of

Three Hundred Ninety Two Thousand One Hundred Sixty Dollars and 00/100 (\$392,160.00) 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 33-14JUL11 – 2011 Concrete Rehabilitation Program
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

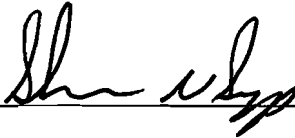
Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. 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.

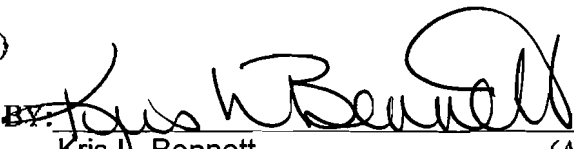
No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of owner.

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 5th day of August, 2011.

Emery Sapp & Sons, Inc.
(Contractor)

(SEAL)
BY: 

Liberty Mutual Insurance Company
(Surety Company)

(SEAL)
BY: 
Kris L. Bennett (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 L. Bennett
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,

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

PO Box 8509-A, St. Louis, MO 63126-0549

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 Oblige, hereinafter called Owner, for the use and benefit of claimants
as herein below defined, in the amount of

Three Hundred Ninety Two Thousand One Hundred Sixty Dollars and 00/100 DOLLARS

(\$ 392,160.00), 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 33-14JUL11 – 2011 Concrete Rehabilitation Program
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 5th day of August 2011.

CONTRACTOR Emery Sapp & Sons, Inc. (SEAL)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY: 

(Attorney-In-Fact) Kris L. Bennett

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)



ACKNOWLEDGMENT BY SURETY

STATE OF Missouri
County of Cole } ss.

On this 5th day of August, 2011, before me personally
appeared Kris L. Bennett, 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 Wagganer
Notary Public in the State of Missouri
County of Boone

ALLISON WAGGANER
Notary Public - Notary Seal
STATE OF MISSOURI
Boone County
Commission # 10109195
My Commission Expires: 11/3/2014

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

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 L. BENNETT, LOUIS A. LANDWEHR, CHARLES E. TRABUE, 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 21st day of June, 2011.



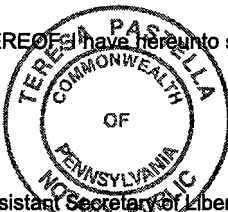
LIBERTY MUTUAL INSURANCE COMPANY

By David M. Carey
David M. Carey, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 21st day of June, 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.



Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires Mar. 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
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 5th day of August, 2011.



By Gregory W. Davenport
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



Insurance • Bonds • Employee Benefits • Financial Services

August 5, 2011

County of Boone, MO
601 E Walnut, Room 208
Columbia, MO 65201

RE: Contractor: Emery Sapp & Sons, Inc.
Bond No. 39S203502
Project: 2011 Concrete Rehabilitation Program

Gentlemen,

Please accept this letter as your authority to date the Bonds on the above captioned project to coincide with the date of the contract.

Once the contracts have been signed, I would appreciate receiving a copy of the contract and the dated bond with Power of Attorney for my file.

Sincerely,

Kris L. Bennett
Attorney-In-Fact

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ca.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the

16th

day of

August

20 11

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget amendment to purchase a Sentinel Patriot system for Joint Communications:

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
2020	91301	E911 Emergency Telephone	Computer Hardware		255,740.00
2020	91302	E911 Emergency Telephone	Computer Software		178,610.00

Done this 16th day of August, 2011.

ATTEST:

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

Edward H. Robb
 Edward H. Robb
 Presiding Commissioner

Karen M. Miller
 Karen M. Miller
 District I Commissioner

Skip Elkin
 Skip Elkin
 District II Commissioner

To: County Clerk's Office

Comm Order # 326-2011

Return to Auditor's Office
Please do not remove staple.

REQUEST FOR BUDGET AMENDMENT

BOONE COUNTY, MISSOURI

07/08/2011

EFFECTIVE DATE

FOR AUDITORS USE

Department				Account				Department Name	Account Name	(Use whole \$ amounts)		
										Decrease	Increase	
2	0	2	0	9	1	3	0	1	E - 911 Emergency Telephone	Computer Hardware		255,740
2	0	2	0	9	1	3	0	2	E - 911 Emergency Telephone	Computer Software		178,610

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use attachment if necessary): **To amendment is to purchase a new Sentinel Patriot system for Joint Communications to replace the current system. The total cost of this system is \$597,745.96, of that amount, \$255,739.76 is hardware related, \$178,609.38 is software related, and \$163,396.82 is service contract related. The service contract is for five years. \$15,803.24 will be expensed into 60050 which has an appropriated budget of \$47,982 and the remaining \$147,593.58 will be set up as a prepaid contract.**

Requesting Official

TO BE COMPLETED BY AUDITOR'S OFFICE

- A schedule of previously processed Budget Revisions/Amendments is attached.
- A fund-solvency schedule is attached.
- Comments:

Agenda

Auditor's Office

[Signature]
PRESIDING COMMISSIONER

[Signature]
DISTRICT I COMMISSIONER

[Signature]
DISTRICT II COMMISSIONER

BUDGET AMENDMENT PROCEDURES

- County Clerk schedules the Budget Amendment for a first reading on the commission agenda. A copy of the Budget Amendment and all attachments must be made available for public inspection and review for a period of at least 10 days commencing with the first reading of the Budget Amendment.
- At the first reading, the Commission sets the Public Hearing date (at least 10 days hence) and instructs the County Clerk to provide at least 5 days public notice of the Public Hearing. **NOTE: The 10-day period may not be waived.**
- The Budget Amendment may not be approved prior to the Public Hearing.

Revised 04/02

7/8/2011

FY 2011
Budget Amendments/Revisions
E 911 Emergency Telephone (2020)

<u>Index #</u>	<u>Date Recd</u>	<u>Dept</u>	<u>Account</u>	<u>Dept Name</u>	<u>Account Name</u>	<u>\$Increase</u>	<u>\$Decrease</u>	<u>Reason/Justification</u>
1	7/8/2011	2020	91301	E - 911 Emergency telephone	Computer Hardware	255,740		To purchase new Sentinel Patriot system for Joint Communications to replace current system
		2020	91302	E - 911 Emergency telephone	Computer Software	178,610		

Fund Statement - E-911 Emergency Telephone Fund 202 (Nonmajor)

	2009 Actual	2010 Budget	2010 Projected	2011 Budget
REVENUES:				
Property Taxes	\$ -	\$ -	\$ -	\$ -
Assessments	-	-	-	-
Sales Taxes	247,554	234,000	248,500	248,500
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	-	-	-	-
Fines and Forfeitures	-	-	-	-
Interest	3,605	4,420	5,007	5,052
Hospital Lease	-	-	-	-
Other	-	-	-	-
Total Revenues	251,159	238,420	253,507	253,552
EXPENDITURES:				
Personal Services	-	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	-	47,982	47,982	47,982
Contractual Services	136,136	139,400	135,850	135,714
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	-	-
Fixed Asset Additions	32,179	-	-	434,350
Total Expenditures	168,315	187,382	183,832	618,046
REVENUES OVER (UNDER) EXPENDITURES	82,844	51,038	69,675	(364,494)
OTHER FINANCING SOURCES (USES):				
Transfer In	-	-	-	-
Transfer Out	-	-	-	-
Proceeds of Sale of Capital Assets/Insurance Claims/Capital Lease	5	-	12	-
Proceeds of Long-Term Debt	-	-	-	-
Retirement of Long-Term Debt	-	-	-	-
Total Other Financing Sources (Uses)	5	-	12	-
REVENUES AND OTHER SOURCES OVER (UNDER) EXPENDITURES AND OTHER USES (BUDGET BASIS)	82,849	51,038	69,687	(364,494)
FUND BALANCE (GAAP), beginning of year	619,675	702,524	702,524	772,211
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
FUND BALANCE (GAAP), end of year	\$ 702,524	\$ 753,562	\$ 772,211	\$ 407,717
FUND BALANCE RESERVES AND DESIGNATIONS, end of year				
Reserved:				
Loan Receivable (Street NIDS/Levy District)	\$ -	\$ -	\$ -	\$ -
Prepaid Items/Security Deposits/Other Reserves	-	-	-	147,594
Debt Service/Restricted Assets	-	-	-	-
Prior Year Encumbrances	-	-	-	-
Designated:				
Capital Project and Other	-	-	-	-
Total Fund Balance Reserves and Designations, end of year	-	-	-	147,594
FUND BALANCE, end of year	702,524	753,562	772,211	407,717
FUND BALANCE RESERVES/DESIGNATIONS, end of year	-	-	-	(147,594)
UNRESERVED/UNDESIGNATED FUND BALANCE, end of year	\$ 702,524	\$ 753,562	\$ 772,211	\$ 260,123



CenturyLink

Customer Legal Name: -
Customer Billing Name: E911 Missouri Boone County

Valid Until August 13, 2011

Quote Number: 11-017957

Description of Work to be Performed: Sentinel Patriot for Boone County

Equipment pricing shown is based upon direct sale accompanied by new Centurion Maintenance contract on same quote number.

Description	Quantity	Unit Price	Extended Price	Engineering Total Hardware Cost	Software & Licenses Configuration & Fees	Training	1st year Service Support	Service Support Years 2-5 Prepaids
Sentinel Patriot - Side A								
PAT 3.1 SYS LIC/DOC/MED	1	1,654.12	1,654.12		1,654.12			
PATRIOT SYS CFG	1	1,102.75	1,102.75		1,102.75			
PAT/CM CAD INTFC LIC	1	551.37	551.37		551.37			
BLKBX TL553A-R3 DATASHARE	1	670.47	670.47	670.47				
TS-4 PORT TERMINAL SVR	1	714.58	714.58	714.58				
CBL 4FT RJ45-10P TO DB25M	1	23.16	23.16	23.16				
Server Equipment								
SVR BASE RACK DL380/G7	2	3,483.58	6,967.16	6,967.16				
2-POST RELAY RACKMNT KIT	2	188.57	377.14	377.14				
HARD DRIVE 146GB SAS 15K	5	481.91	2,409.55	2,409.55				
USB TO SERIAL HUB KIT	1	359.50	359.50	359.50				
RISER CAGE PCI-X DL380/G7	1	138.95	138.95	138.95				
MNTR 17IN W/SPKRS NEC	1	241.51	241.51	241.51				
SVR WIN2008 DGRD + 5CAL	1	892.13	892.13	892.13				
PAT PTS CENT OS	1	-	-	-				
PAT SVR CFG	2	551.37	1,102.74	1,102.74				
Workstation Equipment								
SENT PAT 3.X MIG UPGD LIC	5	3,859.61	19,298.05		19,298.05		3,639.06	14,556.24
PAT 3.X SW SPT 5YR	5	3,639.06	18,195.30					
Workstation Equipment - Z200								
WKST HP Z200	5	1,793.06	8,965.30	8,965.30				
MNTR 19IN W/SPKRS BLK NEC	5	319.80	1,599.00	1,599.00				
4-CHANNEL, PCI SOUND CARD	5	604.30	3,021.50	3,021.50				
KEYPAD 24 KEY PS2/USB	5	108.07	540.35	540.35				
KVM DVI 4-PORT SWITCH	5	265.77	1,328.85	1,328.85				
PAT 3.X SENT HARDWARE	5	1,764.39	8,821.95	8,821.95				
SENT IWS CFG	5	220.55	1,102.75	1,102.75				
SENT STAGING FEE PP	5	330.82	1,654.10	1,654.10				
CPR/SYSPREP IMAGING	1	-	-	-				
Sentinel Patriot Dual IRR Module								
PAT/CM IRR LIC/DOC/MED	5	1,097.24	5,486.20		5,486.20		658.34	2,633.36
PAT/CM IRR SW SPT 5YR	5	658.34	3,291.70					
Patriot Stats/Admin Printers								
PRINTER COLOR LASER, LV	1	821.55	821.55	821.55				
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93	9.93				
CBL PATCH 15FT	1	15.44	15.44	15.44				
Sentinel Monitor								
SEN MNTR VIEW SW LIC	1	3,859.61	3,859.61		3,859.61			
SEN AGENT MNTR LIC	5	827.06	4,135.30		4,135.30			
SEN MNTR SW SPT 5YR	1	2,315.77	2,315.77				463.15	1,852.62
WKST HP Z200	1	1,793.06	1,793.06	1,793.06				
MNTR 19IN W/SPKRS BLK NEC	1	319.80	319.80	319.80				
GENERIC WKSTN CONFIG FEE	1	275.69	275.69	275.69				
Sentinel Patriot CDR Module								
PAT/CM CDR SVR LIC	1	1,201.99	1,201.99		1,201.99			
PAT/CM CDR PER SEAT LIC	5	99.25	496.25		496.25			
CALL RECORD PRNTR, HI END	1	517.19	517.19	517.19				
PARALLEL PRNTR RIBBON	1	18.75	18.75	18.75				

CBL USB PRINTER 10FT	1	11.03	11.03	11.03		
PRINT SVR 6120I LAN	1	294.44	294.44	294.44		
-	-	-	-	-		
Cisco Switch Equipment	-	-	-	-		
SWITCH 24-PORT 2960	2	1,965.09	3,930.18	3,930.18		
SPT 2960 24-PORT 2T 5YR	2	1,449.01	2,898.02	2,898.02		
29XX ROUTER CONSOLE CBL	2	24.26	48.52	48.52		
-	-	-	-	-		
Peripherals & Gateways	-	-	-	-		
PAT/CM ALARM PANEL	1	1,654.12	1,654.12	1,654.12		
PAT PERIPHERALS	1	4,212.49	4,212.49	4,212.49		
MODEM PKG 56K EXT	1	692.52	692.52	692.52		
FXO GATEWAY 8-PORT	3	1,454.53	4,363.59	4,363.59		
FXS GATEWAY 8-PORT	2	1,454.53	2,909.06	2,909.06		
SECURITY FIREWALL 410 AP	1	2,550.66	2,550.66	2,550.66		
SECURE SPT 410 4YR	1	5,229.22	5,229.22	5,229.22	1,045.84	4,183.38
VPN CONFIG SERVICE	1	220.55	220.55	220.55		
CONFIGURE NETWORK DEVICE	1	146.67	146.67	146.67		
-	-	-	-	-		
Peripherals & Equipment Racks	-	-	-	-		
EQPMT RACK 19 INCH	1	303.26	303.26	303.26		
KVM 4-PORT SWITCH	1	487.41	487.41	487.41		
CBL KVM PS/2 CONSOLE	1	30.88	30.88	30.88		
CBL KVM PS/2 PC	4	61.75	247.00	247.00		
BRKT 19IN RACK MTG/ARBITR	1	35.29	35.29	35.29		
-	-	-	-	-		
Aurora - MIS System	-	-	-	-		
AURORA 1.3 L/D/M	1	2,205.49	2,205.49	2,205.49	2,205.49	
AURORA COLLECTION LIC	5	882.20	4,411.00	4,411.00		
AURORA SPT 5 YR	5	529.32	2,646.60	2,646.60	529.32	2,117.28
AURORA USER LICENSE	2	827.06	1,654.12	1,654.12		
SQL 2008 CAL RUNTIME STD	2	82.71	165.42	165.42		
AURORA ADV RPT PKG LIC	1	3,859.61	3,859.61	3,859.61		
WKST HP Z200	1	1,793.06	1,793.06	1,793.06		
ANTR 19IN W/SPKR5 BLK NEC	1	319.80	319.80	319.80		
GENERIC WKSTN CONFIG FEE	1	275.69	275.69	275.69		
SVR BASE RACK DL380/G7	1	3,483.58	3,483.58	3,483.58		
2-POST RELAY RACKMNT KIT	1	188.57	188.57	188.57		
HARD DRIVE 146GB SAS 15K	4	481.91	1,927.64	1,927.64		
SVR WIN2008 DGRD + 5CAL	1	892.13	892.13	892.13		
SQL 2008 SVR RUNTIME STD	1	68.37	68.37	68.37		
PRESENT TENSE CLIENT	1	60.66	60.66	60.66		
MIS SVR CFG	1	551.37	551.37	551.37		
CBL PATCH 15FT	1	1,543.84	1,543.84	1,543.84		
-	-	-	-	-		
Cassidian Services	-	-	-	-		
FIELD ENG-PRIMARY	304	110.27	33,522.08	16,761.04	16,761.04	
PROJECT MGT-SECONDARY	168	110.27	18,525.36	9,262.68	9,262.68	
-	-	-	-	-		
Cassidian Training	-	-	-	-		
SENTINEL PATRIOT AGT TTT	6	413.54	2,481.24	2,481.24		2,481.24
SENTINEL PATRIOT ADMIN	6	413.54	2,481.24	2,481.24		2,481.24
SEN MON & STATS ADMIN	6	137.85	827.10	827.10		827.10
AURORA ADMIN TRAINING	6	275.69	1,654.14	1,654.14		1,654.14
TRAVEL EXPENSE	2	587.77	1,175.54	1,175.54		1,175.54
DAILY TRAINER EXPENSE	8	334.14	2,673.12	2,673.12		2,673.12
CUTOVER COACHING	1	1,378.43	1,378.43	1,378.43		1,378.43
TRAVEL EXPENSE	1	587.77	587.77	587.77		587.77
DAILY TRAINER EXPENSE	2	334.14	668.28	668.28		668.28
-	-	-	-	-		
UPS Equipment	-	-	-	-		
ONEAC 700 UPS	6	502.20	3,013.20	3,013.20		3,013.20
ONEAC 1500 UPS	1	1,236.06	1,236.06	1,236.06		1,236.06
-	-	-	-	-		
-	-	-	-	-		
-	-	-	-	-		
-	-	-	-	-		

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

FXS GATEWAY 8-PORT	2	1,454.53	2,909.06	2,909.06		
SECURITY FIREWALL 410 AP	1	2,550.66	2,550.66	2,550.66		
SECURE SPT 410 4YR	1	5,229.22	5,229.22	5,229.22		
VPN CONFIG SERVICE	1	220.55	220.55	220.55		
CONFIGURE NETWORK DEVICE	1	146.67	146.67	146.67		
-	-	-	-	-		
Peripherals & Equipment Racks	-	-	-	-		
EQPMT RACK 19 INCH	1	303.26	303.26	303.26		
KVM 4-PORT SWITCH	1	487.41	487.41	487.41		
CBL KVM PS/2 CONSOLE	1	30.88	30.88	30.88		
CBL KVM PS/2 PC	4	61.75	247.00	247.00		
BRKT 19IN RACK MTG/ARBITR	1	35.29	35.29	35.29		
-	-	-	-	-		
Aurora - MIS System	-	-	-	-		
AURORA COLLECTION LIC	5	882.20	4,411.00	4,411.00		
AURORA SPT 5 YR	5	529.32	2,646.60	2,646.60	529.32	2,117.28
-	-	-	-	-		
UPS Equipment	-	-	-	-		
ONEAC 700 UPS	6	502.20	3,013.20	3,013.20		
ONEAC 1500 UPS	1	1,236.06	1,236.06	1,236.06		
-	-	-	-	-		
-	-	-	-	-		
-	-	-	-	-		
MO PD Remote	-	-	-	-		
Workstation Equipment	-	-	-	-		
PAT 3.X PER SEAT LIC	1	6,065.10	6,065.10	6,065.10		
PAT 3.X SW SPT 5YR	1	3,639.06	3,639.06	3,639.06	727.81	2,911.25
-	-	-	-	-		
Workstation Equipment - Z200	-	-	-	-		
WKST HP Z200	1	1,793.06	1,793.06	1,793.06		
MNTR 19IN W/SPKRS BLK NEC	1	319.80	319.80	319.80		
4-CHANNEL, PCI SOUND CARD	1	604.30	604.30	604.30		
KEYPAD 24 KEY PS2/USB	1	108.07	108.07	108.07		
KVM DVI 4-PORT SWITCH	1	265.77	265.77	265.77		
PAT 3.X SENT HARDWARE	1	1,764.39	1,764.39	1,764.39		
SENT IWS CFG	1	220.55	220.55	220.55		
SENT STAGING FEE PP	1	330.82	330.82	330.82		
-	-	-	-	-		
Sentinel Patriot Dual IRR Module	-	-	-	-		
PAT/CM IRR LIC/DOC/MED	1	1,097.24	1,097.24	1,097.24		
PAT/CM IRR SW SPT 5YR	1	658.34	658.34	658.34	131.67	526.67
-	-	-	-	-		
Sentinel Monitor	-	-	-	-		
SEN AGENT MNTR LIC	1	827.06	827.06	827.06		
-	-	-	-	-		
Sentinel Patriot CDR Module	-	-	-	-		
PAT/CM CDR PER SEAT LIC	1	99.25	99.25	99.25		
-	-	-	-	-		
HP Switch/Router Equipment	-	-	-	-		
SWITCH 24-PORT 2960	1	1,965.09	1,965.09	1,965.09		
SPT 2960 24-PORT 2T 5YR	1	1,449.01	1,449.01	1,449.01		
29XX ROUTER CONSOLE CBL	1	24.26	24.26	24.26		
-	-	-	-	-		
Peripherals & Equipment Racks	-	-	-	-		
RACK, EQUIP SERVER 19INCH	1	1,004.61	1,004.61	1,004.61		
BLK8X TL160A-R2 DATA BUFF	1	827.06	827.06	827.06		
24 PORT PATCH PANEL	1	174.23	174.23	174.23		
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93	9.93		
-	-	-	-	-		
Aurora - MIS System	-	-	-	-		
AURORA COLLECTION LIC	1	882.20	882.20	882.20		
AURORA SPT 5 YR	1	529.32	529.32	529.32	105.86	423.46
-	-	-	-	-		
Cassidian Services	-	-	-	-		
FIELD ENG-PRIMARY	64	110.27	7,057.28	7,057.28	3,528.64	3,528.64

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

UPS Equipment			-	-	-			
ONEAC 700 UPS	2		502.20	1,004.40	1,004.40			
-			-	-	-			
-			-	-	-			
-			-	-	-			
Centralia PD Remote			-	-	-			
Workstation Equipment			-	-	-			
PAT 3.X PER SEAT LIC	1		6,065.10	6,065.10	6,065.10			
PAT 3.X SW SPT 5YR	1		3,639.06	3,639.06		727.81		2,911.25
-			-	-	-			
Workstation Equipment - Z200			-	-	-			
WKST HP Z200	1		1,793.06	1,793.06	1,793.06			
MNTR 19IN W/SPKRS BLK NEC	1		319.80	319.80	319.80			
4-CHANNEL, PCI SOUND CARD	1		604.30	604.30	604.30			
KEYPAD 24 KEY PS2/USB	1		108.07	108.07	108.07			
KVM DVI 4-PORT SWITCH	1		265.77	265.77	265.77			
PAT 3.X SENT HARDWARE	1		1,764.39	1,764.39	1,764.39			
SENT IWS CFG	1		220.55	220.55	220.55			
SENT STAGING FEE PP	1		330.82	330.82	330.82			
-			-	-	-			
Sentinel Patriot Dual IRR Module			-	-	-			
PAT/CM IRR LIC/DOC/MED	1		1,097.24	1,097.24	1,097.24			
PAT/CM IRR SW SPT 5YR	1		658.34	658.34		131.67		526.67
-			-	-	-			
Sentinel Monitor			-	-	-			
SEN AGENT MNTR LIC	1		827.06	827.06	827.06			
-			-	-	-			
Sentinel Patriot CDR Module			-	-	-			
PAT/CM CDR PER SEAT LIC	1		99.25	99.25	99.25			
-			-	-	-			
HP Switch/Router Equipment			-	-	-			
SWITCH 24-PORT 2960	1		1,965.09	1,965.09	1,965.09			
SPT 2960 24-PORT 2T 5YR	1		1,449.01	1,449.01	1,449.01			
Z9XX ROUTER CONSOLE CBL	1		24.26	24.26	24.26			
-			-	-	-			
Peripherals & Equipment Racks			-	-	-			
RACK, EQUIP SERVER 19INCH	1		1,004.61	1,004.61	1,004.61			
BLK BX TL 160A-R2 DATA BUFF	1		827.06	827.06	827.06			
24 PORT PATCH PANEL	1		174.23	174.23	174.23			
CBL PATCH 3FT, PNL TO SW	1		9.93	9.93	9.93			
-			-	-	-			
Aurora - MIS System			-	-	-			
AURORA COLLECTION LIC	1		882.20	882.20	882.20			
AURORA SPT 5 YR	1		529.32	529.32		105.86		423.46
-			-	-	-			
Cassidian Services			-	-	-			
FIELD ENG-PRIMARY	64		110.27	7,057.28	3,528.64	3,528.64		
-			-	-	-			
UPS Equipment			-	-	-			
ONEAC 700 UPS	2		502.20	1,004.40	1,004.40			
-			-	-	-			
-			-	-	-			
-			-	-	-			
On Site Spares Kit			-	-	-			
FXO GATEWAY 8-PORT	1		1,454.53	1,454.53	1,454.53			
FXS GATEWAY 8-PORT	1		1,454.53	1,454.53	1,454.53			
TS-4 PORT TERMINAL SVR	1		714.58	714.58	714.58			
SWITCH 24-PORT 2960	1		1,965.09	1,965.09	1,965.09			
SPT 2960 24-PORT 2T 5YR	1		1,449.01	1,449.01	1,449.01			
Z9XX ROUTER CONSOLE CBL	1		24.26	24.26	24.26			
WKST HP Z200	1		1,793.06	1,793.06	1,793.06			
MNTR 19IN W/SPKRS BLK NEC	1		319.80	319.80	319.80			
4-CHANNEL, PCI SOUND CARD	1		604.30	604.30	604.30			
KEYPAD 24 KEY PS2/USB	1		108.07	108.07	108.07			
KVM DVI 4-PORT SWITCH	1		265.77	265.77	265.77			
PAT 3.X SENT HARDWARE	1		1,764.39	1,764.39	1,764.39			

Prices do not include charges for taxes, duties, tariffs, telecommunication services, or professional services such as Centurion Maintenance or Managed Network Services.

GENERIC WKSTN CONFIG FEE	1	275.69	275.69	275.69				
-	-	-	-	-				
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93	9.93				
-	-	-	-	-				
Misc Cabling, Connectors & Supplies	1	2,756.86	2,756.86	2,756.86				
-	-	-	-	-				
Cassidian Loyalty Discount	1	(4,301.08)	(4,301.08)					
-	-	-	-	-				
Netlock	-	-	-	-				
GPS Command Center Package	2	6,114.73	12,229.46	12,229.46				
-	-	-	-	-				
Command Post Positions	-	-	-	-				
SENT PAT 3.X MIG UPGD LIC	2	3,859.61	7,719.22	7,719.22				
PAT 3.X SW SPT SYR	2	3,639.06	7,278.12				1,455.62	5,822.50
SENT CPOST 8540P	2	1,874.67	3,749.34	3,749.34				
SENT PAT CPOST HW KIT	2	695.84	1,391.68	1,391.68				
SENT IWS CFG	2	220.55	441.10	441.10				
SENT STAGING FEE PP	2	330.82	661.64	661.64				
PAT/CM CDR PER SEAT LIC	2	99.25	198.50	198.50				
SEN AGENT MNTR LIC	2	827.06	1,654.12	1,654.12				
AURORA COLLECTION LIC	2	882.20	1,764.40	1,764.40				
AURORA SPT 5 YR	2	529.32	1,058.64				211.73	846.91
-	-	-	-	-				
-	-	-	-	-				
-	-	-	-	-				
SUBTOTAL: Gross Material Price		\$ 496,846.15	245,698.85	158,204.26	13,926.86	15,803.24	63,212.94	
SUBTOTAL: Gross Discount		\$ (4,301.08)	(2,150.54)	(2,150.54)				
Net Material Price		\$ 492,545.07						
Labor (Includes Project Management if not shown separately below)		\$ 15,000.00	7,500.00	7,500.00				
Project Management		\$ 2,257.60	1,128.80	1,128.80				
Centurion Maintenance for years 2-5		\$ 84,380.64						84,380.64
Shipping		\$ 3,562.65	3,562.65					
TOTAL PRICE		\$ 597,745.96	256,739.76	164,682.62	13,926.86	15,803.24	147,593.58	

All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html

Total Hardware Cost Total Software Cost
256,739.76 173,609.38

Expense to 60050 Prepays
15,803.24 147,593.58

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 11

In the County Commission of said county, on the 16th day of August 20 11

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

Now on this day the County Commission of the County of Boone does hereby approve Joint Communications' request to utilize Sole Source Vendor CenturyLink for Sole Source Purchase 105-123111SS – Sentinel Patriot E911 System Upgrade. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 16th day of August, 2011.

ATTEST:

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

Edward H. Robb
Edward H. Robb
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Skip Elkin
Skip Elkin
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Room 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM COPY

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: July 18, 2011
RE: Sole Source Purchase – 105-123111SS – Sentinel Patriot E911 System Upgrade

Zim Schwartze, Director of Public Safety Joint Communications requests permission to purchase an upgrade, Sentinel Patriot E911 system making it NG911 capable and replacing a soon to be non-supported ANI/ALI controller. We are seeking permission to purchase this as a sole source due to this upgrade must work with our current Selective Router ECS-1000. Total cost of system which includes 60 months of maintenance is \$597,745.96 and will be paid from department 2020 – E-911 Emergency Telephone, accounts 91301 – Computer Hardware, 91302 – Computer Software and 60500.

Attached is the sole source request form for signature. This sole source was advertised in the Columbia Missourian and the Columbia Daily Tribune on June 24, 2011.

ATT Sole Source Request

cc: Zim Schwartze, PSJC
June Pitchford, Auditor
Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



601 E. Walnut, Rm 208
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Public Safety Joint Communications
	Zim Schwartz
Person Requesting	
Date Requested	May 20, 2011
	573-874-7400
Contact Phone Number	

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: Melinda Bobbitt 6-21-11
Signature Date

SOLE SOURCE NUMBER: 105-12311155
(Assigned by Purchasing)

COMMISSION APPROVAL: Edward H. ... 8-16-2011
Signature Date

Expiration Date: 20 through 20 One Time Purchase (check)

Vendor Name CenturyLink

Vendor Address 625 Cherry Street
Columbia, MO 65201

Vendor Phone and Fax Phone: 573-886-3898
FAX: 573-442-0221

Product Description Cassidian Communications (formerly CML) Sentinel Patriot

Estimated Cost \$597,745.96 Patriot Telephone System

Department/Account _____

Number(s) Invoices Will Be Paid _____

The following is a list of questions that must be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check the reason(s) for this sole request:
 - Only Known Source-Similar equipment or material not available from another vendor
 - Equipment or materials must be compatible with existing Equipment
 - Immediate purchase necessary to correct situation threatening life/property
 - Lease Purchase - Exercise purchase option on lease
 - Medical device or supply specified by physician

- Used Equipment - Within price set by one/two appraisal(s) by disinterested party(ies)
 - Other - List (attach additional sheets if necessary)
- Current equipment will no longer be supported under its current functionality
-

2. Briefly describe the commodity/material you are requesting and its function.
Upgrade to the E911 system making it NG911 (Next Generation) 911 capable and Replacing a soon to be non supported ANI/ALI controller
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
Must work with our Current Selective Router ECS-1000
4. What research has been done to verify this vendor as the only known source?
Spoken with industry technicians
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 - Yes (please attach a list of known sources)
 - No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes, the current 911 selective router must be compatible with new software
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product?
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other) Please provide document numbers.
Upgrades to the E911 system have been sole source
10. What are the consequences of not securing this specific commodity/material?
.We will lose ANI/ALI controller support on our current equipment forcing larger purchase costs for a new system and new infrastructure
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed?
Throughout the life of our Selective Router Approx 20 years and is currently 11 years old

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut-Rm 209
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Ruby Wheeler
rwheeler@tribmail.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: June 22, 2011

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

Cassidian Communications (formerly CML) Sentinel Patriot Telephone System from CenturyLink

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **1:30 p.m. on Friday, July 1, 2011**. Boone County Purchasing Department, Boone County Johnson Building, Room 208, 601 E. Walnut Street, Columbia, MO 65201.

Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Friday, June 24, 2011
COLUMBIA TRIBUNE

Melinda Bobbitt - RE: Advertisement: Sole Source: Patriot Telephone System

From: "Wheeler, Ruby" <rgwheeler@columbiatribune.com>
To: "Melinda Bobbitt" <mbobbitt@boonecountymmo.org>
Date: 6/22/2011 4:16 PM
Subject: RE: Advertisement: Sole Source: Patriot Telephone System
Attachments: 1323166.pdf

Melinda:

I have attached a copy of the ad as it would appear Friday. Total cost is \$33.82.

Please review the attached proof closely and make the following notations:

- If changes are required, mark them clearly on the proof; either email changes or and fax to 815-1851
- If no changes are required, please email confirmation

CANCELLATION POLICY

Please be advised that if a legal notice is cancelled prior to publication, a \$35.00 production fee will be charged. Cancellations or changes made within the duration of the ad will be effective for the next available publication according to our deadlines (typically 72 – 96 hours prior to publication, depending on publication date). Cancellation instructions MUST be faxed to 573-815-1851. If you do not receive confirmation from us that the notice has been cancelled, it is your responsibility to follow up on the cancellation request by calling 573-815-1855. The Columbia Daily Tribune will not be liable for cancellation discrepancies if these procedures are not followed.

Thanks,

Ruby

Ruby Wheeler
Classified Advertising Manager
Columbia Daily Tribune / ColumbiaTribune.com PO Box 798, Columbia, MO 65205
Ph 573.815.1859
Fx 573.815.1851

TRIBUNE CLASSIFIEDS
The Market Leader

From: Melinda Bobbitt [mailto:mbobbitt@boonecountymmo.org]
Sent: Wednesday, June 22, 2011 15:39
To: Wheeler, Ruby
Subject: Advertisement: Sole Source: Patriot Telephone System

Ruby,
See attached ad.
Thanks
Melinda

NOTICE OF INTENT TO
MAKE SINGLE FEASIBLE
SOURCE PURCHASE

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(formerly CML) Sentinel Patriot
Telephone System from
CenturyLink**

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mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

INSERTION DATE: June 24, 2011

Boone County Purchasing

Melinda Bobbitt, CPPB
Director of Purchasing



601 E. Walnut-Rm 209
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Susan Richison (884-0003)
twitchells@missouri.edu

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: June 22, 2011

The following is a sole source purchase advertisement. Please call if you have any questions.

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion date: Friday, June 24, 2011
COLUMBIA MISSOURIAN

Page : 1 of 1 06/22/2011 15:44:17

Order Number : 30975408
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 601 E. Walnut, Room 205
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Richison, Susan
Entered By : Richison, Susan

Keywords : Cassidian Communications (formerly CML) Sentinel P
Notes :
Zones :

Ad Number : 30985850
Ad Key : 30975408
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 06/24/2011-06/24/2011
Days : 1
Size : 1 x 2.80, 28 lines
Words : 135
Ad Rate : Open
Ad Price : 18.20
Amount Paid : 0.00
Amount Due : 18.20

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

Boone County believes there is only a single feasible source from which to purchase the following and intends to make a single feasible source purchase unless viable competition is established. Please contact the Boone County Purchasing Department if you can supply the following:

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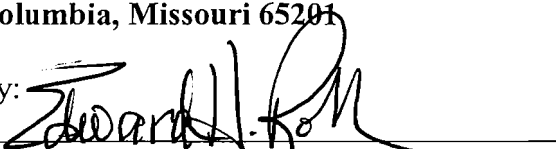
Information is available in the Purchasing Office by phone: (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing
Insertion date: Friday, June 24, 2011

CENTURYLINK SIGNATURE PAGE FOR BOONE COUNTY

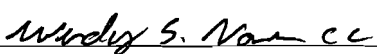
BOONE COUNTY, MISSOURI:
By and through its County Commission
801 E. Walnut, Room #333
Columbia, Missouri 65201

By:




Edward H. Robb, Presiding Commissioner

Attest:



Wendy S. Noren, County Clerk

Approved as to form:



C.J. Dykhouse, County Counselor

Boone County 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 this contract do not create a measurable county obligation at this time.)

June E. Pitchford, Auditor

Date

Appropriation Amount

Products and Services Agreement

This Products and Services Agreement ("Agreement") between CENTURYLINK SALES SOLUTIONS, INC., as contracting agent on behalf of the applicable affiliated entities providing the Products and Services ("CenturyLink") and Boone County E911 ("Customer") sets forth the terms and conditions for CenturyLink's provision of those Products and Services to Customer.

- 1. **PRODUCTS.** CenturyLink will sell to Customer the Products listed on the Products List, attached and incorporated by this reference.
- 2. **SERVICES.** CenturyLink will sell to Customer the Services listed on the Services List, attached and incorporated by this reference.
- 3. **TERM.** This Agreement is effective on the date all parties have signed below ("Effective Date") and continues for the longest Order Term listed on the Services List.
- 4. **PURCHASE ORDERS.** This Agreement controls over any Customer-issued purchase order, and any terms or conditions contained in a Customer-issued purchase order or other Customer ordering document will have no force or effect.
- 5. **UNIFORM RESOURCE LOCATORS (URLS).** References to URLs in this Agreement include any successor URLs designated by CenturyLink.
- 6. **ENTITY.** For an interim period until all work is completed to update systems and platforms related to the combination of EMBARQ and CenturyTel, and the acquisition of Qwest, the names EMBARQ and CenturyTel may be used in association with the products and services provided by CenturyLink in this Agreement and Qwest products and services will be sold under a separate agreement.

DECLINE: Customer and CenturyLink acknowledge that CenturyLink offered Customer CenturyLink™ CenturionSM Maintenance Service to support the Products and Customer declined.

CUSTOMER INITIALS _____ CENTURYLINK INITIALS _____

AGREED:

CENTURYLINK SALES SOLUTIONS, INC.

Boone County E911

By: *[Signature]*
 Printed: RR Collett
 Title: BUS SALES MGR
 Date: 1-11-11

By: _____
 Printed: _____
 Title: _____
 Date: _____

see attached

Address for Notices: Sales Administration
 665 Lexington Avenue
 Mailstop: OHMANB0107
 Mansfield, OH 44907

Customer Address: AUDITOR'S OFFICE 801 E
 WALNUT ST RM 304
 COLUMBIA, MO 65201-4890

And if related to a dispute to:
 CenturyLink – Attn: Sr. Assistant
 General Counsel, Commercial Law
 5454 W. 110th Street
 Overland Park, KS 66211

Address for Notices (if different from above):

Sales Rep: Court Chrisman
 Sales Rep Phone: (573) 886-3898

PRODUCTS LIST

1. **PRODUCTS.** CenturyLink will provide to Customer those Products identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the local operating company providing Products to Customer is listed in each Price Quote. CenturyLink sells Products under the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of specific Products and Services, all as posted at http://about.centurylink.com/legal/rates_conditions.html.

CenturyLink Price Quote Number(s): 11-001957

2. **PRICING.**

- 2.1 **Per Unit Price.** CenturyLink will charge Customer the per unit price listed for each Product described in each Price Quote.
- 2.2 **Non-recurring Charges ("NRCs") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer the NRCs or NRRs listed on each Price Quote, including charges related to CenturyLink labor and shipping of the Products to Customer. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
- 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes or surcharges that CenturyLink may bill Customer related to the Products.
- 2.4 **Additional Payment Requirements.** CenturyLink reserves the right to require Customer's payment of the amounts listed above as described below:

Down Payment Due	0.00%
Amount Due Upon Delivery of Products	0.00%
Amount Due Upon Customer Acceptance of Products	100.00%

SERVICES LIST

1. **SERVICES.** CenturyLink will provide to Customer those Services identified in the CenturyLink Price Quotes, attached and incorporated by this reference (each, a "Price Quote"). The name of the CenturyLink local operating company providing Services to Customer is listed on each Price Quote. Services are purchased on either a month-to-month basis or for a specific term for the particular Service ordered (each, an "Order Term"), as listed in each Price Quote. Each Order Term begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service on a month-to-month basis at its then-current list pricing and then-current terms and conditions, unless the parties otherwise agree in writing. CenturyLink will make the Services available only after its compliance with any state-specific regulatory filing requirements.

CenturyLink Price Quote Number(s): 11-001957

2. **PRICING.**
 - 2.1 **Monthly Recurring Charges ("MRCs") or Monthly Recurring Rates ("MRRs").** CenturyLink will charge Customer the MRCs or MRRs for the Services described in each Price Quote. For purposes of this Agreement, MRCs and MRRs have the same meaning and may be used interchangeably.
 - 2.2 **Non-recurring Charges ("NRC") or Non-recurring Rates ("NRRs").** CenturyLink will charge Customer NRCs or NRRs related to the Services described in each Price Quote. For purposes of this Agreement, NRCs and NRRs have the same meaning and may be used interchangeably.
 - 2.3 **Additional Charges.** Rates do not include applicable local, state, or federal taxes, fees, or surcharges that CenturyLink may bill Customer.
 - 2.4 **Additional Payment Requirements.** If Customer is not able to establish a satisfactory credit rating with CenturyLink, CenturyLink, in its sole discretion, may require Customer to submit a deposit or make an advance payment in connection with obtaining or maintaining the Services.
3. **TERMS AND CONDITIONS.** CenturyLink provides Services under the applicable terms and conditions listed and incorporated by reference on each Price Quote. Except for Services provided under Tariffs, in the event of any inconsistencies or conflicts between this Agreement and the applicable terms and conditions, this Agreement will take precedence.
4. **TERMINATION.** If Customer gives notice of cancellation or termination, disconnects any portion of a Service or otherwise breaches this Agreement resulting in the termination of a Service prior to the end of the applicable Order Term, termination liability will apply as calculated and set forth in the applicable terms and conditions listed and incorporated by reference on each Price Quote. If no termination liability is specified for Services in these terms and conditions, Customer will be liable for 50% of the monthly payments that would otherwise remain in the applicable Order Term.
5. **RELATED PRODUCT PURCHASES.** Customer may purchase Products related to the Services at the CenturyLink then-current list pricing and subject to the then-current Standard Terms and Conditions for Communications Services, the Equipment Sales Product Annex, and other applicable annexes based on Customer's selection of Products, all as posted to http://about.centurylink.com/legal/rates_conditions.html.

Schedule A Quote Number 11-001957



CenturyLink

Customer Legal Name: -
 Customer Billing Name: E911 Missouri Boone County

Valid Until **August 12, 2011**

Quote Number: 0

Description of Work to be Performed: Sentinel Patriot for Boone County 911

ed upon direct sale accompanied by new Centurion

Description	Quantity	Unit Price	Extended Price
Sentinel Patriot - Side A	-	-	-
PAT 3.1 SYS LIC/DOC/MED	1	1,654.12	1,654.12
PATRIOT SYS CFG	1	1,102.75	1,102.75
PAT/CM CAD INTFC LIC	1	551.37	551.37
BLKBX TL553A-R3 DATASHARE	1	670.47	670.47
TS-4 PORT TERMINAL SVR	1	714.58	714.58
CBL 4FT RJ45-10P TO DB25M	1	23.16	23.16
-	-	-	-
Server Equipment	-	-	-
SVR BASE RACK DL380/G7	2	3,483.58	6,967.16
2-POST RELAY RACKMNT KIT	2	188.57	377.14
HARD DRIVE 146GB SAS 15K	5	481.91	2,409.55
USB TO SERIAL HUB KIT	1	359.50	359.50
RISER CAGE PCI-X DL380/G7	1	138.95	138.95
MNTR 17IN W/SPKRS NEC	1	241.51	241.51
SVR WIN2008 DGRD + 5CAL	1	892.13	892.13
PAT PTS CENT OS	1	-	-
PAT SVR CFG	2	551.37	1,102.74
-	-	-	-
Workstation Equipment	-	-	-
SENT PAT 3.X MIG UPGD LIC	5	3,859.61	19,298.05
PAT 3.X SW SPT 5YR	5	3,639.06	18,195.30
-	-	-	-
Workstation Equipment - Z200	-	-	-
WKST HP Z200	5	1,793.06	8,965.30
MNTR 19IN W/SPKRS BLK NEC	5	319.80	1,599.00
4-CHANNEL, PCI SOUND CARD	5	604.30	3,021.50
KEYPAD 24 KEY PS2/USB	5	108.07	540.35
KVM DVI 4-PORT SWITCH	5	265.77	1,328.85
PAT 3.X SENT HARDWARE	5	1,764.39	8,821.95
SENT IWS CFG	5	220.55	1,102.75
SENT STAGING FEE PP	5	330.82	1,654.10
CPR/SYSPREP IMAGING	1	-	-
-	-	-	-
Sentinel Patriot Dual IRR Module	-	-	-
PAT/CM IRR LIC/DOC/MED	5	1,097.24	5,486.20
PAT/CM IRR SW SPT 5YR	5	658.34	3,291.70
-	-	-	-
Patriot Stats/Admin Printers	-	-	-
PRINTER COLOR LASER, LV	1	821.55	821.55
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93
CBL PATCH 15FT	1	15.44	15.44

-	-	-	-
Cassidian Services	-	-	-
FIELD ENG-PRIMARY	304	110.27	33,522.08
PROJECT MGT-SECONDARY	168	110.27	18,525.36
-	-	-	-
Cassidian Training	-	-	-
SENTINEL PATRIOT AGT TTT	6	413.54	2,481.24
SENTINEL PATRIOT ADMIN	6	413.54	2,481.24
SEN MON & STATS ADMIN	6	137.85	827.10
AURORA ADMIN TRAINING	6	275.69	1,654.14
TRAVEL EXPENSE	2	587.77	1,175.54
DAILY TRAINER EXPENSE	8	334.14	2,673.12
CUTOVER COACHING	1	1,378.43	1,378.43
TRAVEL EXPENSE	1	587.77	587.77
DAILY TRAINER EXPENSE	2	334.14	668.28
-	-	-	-
UPS Equipment	-	-	-
ONEAC 700 UPS	6	502.20	3,013.20
ONEAC 1500 UPS	1	1,236.06	1,236.06
-	-	-	-
-	-	-	-
-	-	-	-
Sentinel Patriot - Side B	-	-	-
PAT 3.1 SYS LIC/DOC/MED	1	1,654.12	1,654.12
PATRIOT SYS CFG	1	1,102.75	1,102.75
PAT/CM CAD INTFC LIC	1	551.37	551.37
BLKBX TL553A-R3 DATASHARE	1	670.47	670.47
TS-4 PORT TERMINAL SVR	1	714.58	714.58
CBL 4FT RJ45-10P TO DB25M	1	23.16	23.16
-	-	-	-
Server Equipment	-	-	-
SVR BASE RACK DL380/G7	2	3,483.58	6,967.16
2-POST RELAY RACKMNT KIT	2	188.57	377.14
HARD DRIVE 146GB SAS 15K	5	481.91	2,409.55
USB TO SERIAL HUB KIT	1	359.50	359.50
RISER CAGE PCI-X DL380/G7	1	138.95	138.95
MNTR 17IN W/SPKRS NEC	1	241.51	241.51
SVR WIN2008 DGRD + 5CAL	1	892.13	892.13
PAT PTS CENT OS	1	-	-
PAT SVR CFG	2	551.37	1,102.74
-	-	-	-
Workstation Equipment	-	-	-
SENT PAT 3.X MIG UPGD LIC	5	3,859.61	19,298.05
PAT 3.X SW SPT 5YR	5	3,639.06	18,195.30
-	-	-	-
Workstation Equipment - Z200	-	-	-
WKST HP Z200	5	1,793.06	8,965.30
MNTR 19IN W/SPKRS BLK NEC	5	319.80	1,599.00
4-CHANNEL, PCI SOUND CARD	5	604.30	3,021.50
KEYPAD 24 KEY PS2/USB	5	108.07	540.35
KVM DVI 4-PORT SWITCH	5	265.77	1,328.85
PAT 3.X SENT HARDWARE	5	1,764.39	8,821.95
SENT IWS CFG	5	220.55	1,102.75
SENT STAGING FEE PP	5	330.82	1,654.10
CPR/SYSPREP IMAGING	1	-	-
-	-	-	-

Sentinel Patriot Dual IRR Module	-	-	-
PAT/CM IRR LIC/DOC/MED	5	1,097.24	5,486.20
PAT/CM IRR SW SPT 5YR	5	658.34	3,291.70
-	-	-	-
Patriot Stats/Admin Printers	-	-	-
PRINTER COLOR LASER, LV	1	821.55	821.55
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93
CBL PATCH 15FT	1	15.44	15.44
-	-	-	-
Sentinel Monitor	-	-	-
SEN MNTR VIEW SW LIC	1	3,859.61	3,859.61
SEN AGENT MNTR LIC	5	827.06	4,135.30
SEN MNTR SW SPT 5YR	1	2,315.77	2,315.77
-	-	-	-
Sentinel Patriot CDR Module	-	-	-
PAT/CM CDR SVR LIC	1	1,201.99	1,201.99
PAT/CM CDR PER SEAT LIC	5	99.25	496.25
CALL RECORD PRNTR,HI END	1	517.19	517.19
PARALLEL PRNTR RIBBON	1	18.75	18.75
CBL USB PRINTER 10FT	1	11.03	11.03
PRINT SVR 61201 LAN	1	294.44	294.44
-	-	-	-
Cisco Switch Equipment	-	-	-
SWITCH 24-PORT 2960	2	1,965.09	3,930.18
SPT 2960 24-PORT 2T 5YR	2	1,449.01	2,898.02
29XX ROUTER CONSOLE CBL	2	24.26	48.52
-	-	-	-
Peripherals & Gateways	-	-	-
PAT/CM ALARM PANEL	1	1,654.12	1,654.12
PAT PERIPHERALS	1	4,212.49	4,212.49
MODEM PKG 56K EXT	1	692.52	692.52
FXO GATEWAY 8-PORT	3	1,454.53	4,363.59
FXS GATEWAY 8-PORT	2	1,454.53	2,909.06
SECURITY FIREWALL 410 AP	1	2,550.66	2,550.66
SECURE SPT 410 4YR	1	5,229.22	5,229.22
VPN CONFIG SERVICE	1	220.55	220.55
CONFIGURE NETWORK DEVICE	1	146.67	146.67
-	-	-	-
Peripherals & Equipment Racks	-	-	-
EQPMT RACK 19 INCH	1	303.26	303.26
KVM 4-PORT SWITCH	1	487.41	487.41
CBL KVM PS/2 CONSOLE	1	30.88	30.88
CBL KVM PS/2 PC	4	61.75	247.00
BRKT 19IN RACK MTG/ARBITR	1	35.29	35.29
-	-	-	-
Aurora - MIS System	-	-	-
AURORA COLLECTION LIC	5	882.20	4,411.00
AURORA SPT 5 YR	5	529.32	2,646.60
-	-	-	-
UPS Equipment	-	-	-
ONEAC 700 UPS	6	502.20	3,013.20
ONEAC 1500 UPS	1	1,236.06	1,236.06
-	-	-	-
-	-	-	-
-	-	-	-

MO PD Remote	-	-	-
Workstation Equipment	-	-	-
PAT 3.X PER SEAT LIC	1	6,065.10	6,065.10
PAT 3.X SW SPT 5YR	1	3,639.06	3,639.06
-	-	-	-
Workstation Equipment - Z200	-	-	-
WKST HP Z200	1	1,793.06	1,793.06
MNTR 19IN W/SPKRS BLK NEC	1	319.80	319.80
4-CHANNEL, PCI SOUND CARD	1	604.30	604.30
KEYPAD 24 KEY PS2/USB	1	108.07	108.07
KVM DVI 4-PORT SWITCH	1	265.77	265.77
PAT 3.X SENT HARDWARE	1	1,764.39	1,764.39
SENT IWS CFG	1	220.55	220.55
SENT STAGING FEE PP	1	330.82	330.82
-	-	-	-
Sentinel Patriot Dual IRR Module	-	-	-
PAT/CM IRR LIC/DOC/MED	1	1,097.24	1,097.24
PAT/CM IRR SW SPT 5YR	1	658.34	658.34
-	-	-	-
Sentinel Monitor	-	-	-
SEN AGENT MNTR LIC	1	827.06	827.06
-	-	-	-
Sentinel Patriot CDR Module	-	-	-
PAT/CM CDR PER SEAT LIC	1	99.25	99.25
-	-	-	-
HP Switch/Router Equipment	-	-	-
SWITCH 24-PORT 2960	1	1,965.09	1,965.09
SPT 2960 24-PORT 2T 5YR	1	1,449.01	1,449.01
29XX ROUTER CONSOLE CBL	1	24.26	24.26
-	-	-	-
Peripherals & Equipment Racks	-	-	-
RACK, EQUIP SERVER 19INCH	1	1,004.61	1,004.61
BLKBX TL160A-R2 DATA BUFF	1	827.06	827.06
24 PORT PATCH PANEL	1	174.23	174.23
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93
-	-	-	-
Aurora - MIS System	-	-	-
AURORA COLLECTION LIC	1	882.20	882.20
AURORA SPT 5 YR	1	529.32	529.32
-	-	-	-
Cassidian Services	-	-	-
FIELD ENG-PRIMARY	64	110.27	7,057.28
-	-	-	-
UPS Equipment	-	-	-
ONEAC 700 UPS	2	502.20	1,004.40
-	-	-	-
-	-	-	-
-	-	-	-
Centralia PD Remote	-	-	-
Workstation Equipment	-	-	-
PAT 3.X PER SEAT LIC	1	6,065.10	6,065.10
PAT 3.X SW SPT 5YR	1	3,639.06	3,639.06
-	-	-	-
Workstation Equipment - Z200	-	-	-
WKST HP Z200	1	1,793.06	1,793.06
MNTR 19IN W/SPKRS BLK NEC	1	319.80	319.80
4-CHANNEL, PCI SOUND CARD	1	604.30	604.30
KEYPAD 24 KEY PS2/USB	1	108.07	108.07
KVM DVI 4-PORT SWITCH	1	265.77	265.77
PAT 3.X SENT HARDWARE	1	1,764.39	1,764.39

KEYPAD 24 KEY PS2/USB	1	108.07	108.07
KVM DVI 4-PORT SWITCH	1	265.77	265.77
PAT 3.X SENT HARDWARE	1	1,764.39	1,764.39
SENT IWS CFG	1	220.55	220.55
SENT STAGING FEE PP	1	330.82	330.82
-	-	-	-
Sentinel Patriot Dual IRR Module	-	-	-
PAT/CM IRR LIC/DOC/MED	1	1,097.24	1,097.24
PAT/CM IRR SW SPT 5YR	1	658.34	658.34
-	-	-	-
Sentinel Monitor	-	-	-
SEN AGENT MNTR LIC	1	827.06	827.06
-	-	-	-
Sentinel Patriot CDR Module	-	-	-
PAT/CM CDR PER SEAT LIC	1	99.25	99.25
-	-	-	-
HP Switch/Router Equipment	-	-	-
SWITCH 24-PORT 2960	1	1,965.09	1,965.09
SPT 2960 24-PORT 2T 5YR	1	1,449.01	1,449.01
29XX ROUTER CONSOLE CBL	1	24.26	24.26
-	-	-	-
Peripherals & Equipment Racks	-	-	-
RACK, EQUIP SERVER 19INCH	1	1,004.61	1,004.61
BLKBX TL160A-R2 DATA BUFF	1	827.06	827.06
24 PORT PATCH PANEL	1	174.23	174.23
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93
-	-	-	-
Aurora - MIS System	-	-	-
AURORA COLLECTION LIC	1	882.20	882.20
AURORA SPT 5 YR	1	529.32	529.32
-	-	-	-
Cassidian Services	-	-	-
FIELD ENG-PRIMARY	64	110.27	7,057.28
-	-	-	-
UPS Equipment	-	-	-
ONEAC 700 UPS	2	502.20	1,004.40
-	-	-	-
-	-	-	-
-	-	-	-
On Site Spares Kit	-	-	-
FXO GATEWAY 8-PORT	1	1,454.53	1,454.53
FXS GATEWAY 8-PORT	1	1,454.53	1,454.53
TS-4 PORT TERMINAL SVR	1	714.58	714.58
SWITCH 24-PORT 2960	1	1,965.09	1,965.09
SPT 2960 24-PORT 2T 5YR	1	1,449.01	1,449.01
29XX ROUTER CONSOLE CBL	1	24.26	24.26
WKST HP Z200	1	1,793.06	1,793.06
MNTR 19IN W/SPKRS BLK NEC	1	319.80	319.80
4-CHANNEL, PCI SOUND CARD	1	604.30	604.30
KEYPAD 24 KEY PS2/USB	1	108.07	108.07
KVM DVI 4-PORT SWITCH	1	265.77	265.77
PAT 3.X SENT HARDWARE	1	1,764.39	1,764.39
GENERIC WKSTN CONFIG FEE	1	275.69	275.69
-	-	-	-
CBL PATCH 3FT, PNL TO SW	1	9.93	9.93

-	-	-	-
Misc Cabling, Connectors & Supplies	1	2,756.86	2,756.86
-	-	-	-
Cassidian Loyalty Discount	1	(4,301.08)	(4,301.08)
-	-	-	-
Netclock	-	-	-
GPS Command Center Package	2	6,114.73	12,229.46
-	-	-	-
Command Post Positions	-	-	-
SENT PAT 3.X MIG UPGD LIC	2	3,859.61	7,719.22
PAT 3.X SW SPT 5YR	2	3,639.06	7,278.12
SENT CPOST 8540P	2	1,874.67	3,749.34
SENT PAT CPOST HW KIT	2	695.84	1,391.68
SENT IWS CFG	2	220.55	441.10
SENT STAGING FEE PP	2	330.82	661.64
PAT/CM CDR PER SEAT LIC	2	99.25	198.50
SEN AGENT MNTR LIC	2	827.06	1,654.12
AURORA COLLECTION LIC	2	882.20	1,764.40
AURORA SPT 5 YR	2	529.32	1,058.64
<p style="text-align: right;"> SUBTOTAL: Gross Material Price \$ 496,846.15 SUBTOTAL: Gross Discount \$ (4,301.08) Net Material Price \$ 492,545.07 Labor (Includes Project Management if not shown sepa \$ 15,000.00 Project Management \$ 2,257.60 Centurion Maintenance for years 2-5..... \$ 84,380.64 Shipping \$ 3,562.65 TOTAL PRICE \$ 597,745.96 </p>			
All Products listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the Equipment Sales Product Annex, both posted to http://about.centur			



CENTURYLINK
CenturyLink Centurion Maiftena

Customer Legal Name: -
 Customer Billing Name: Boone County 911

Valid Until August 13, 2011

Contract Term: 60 Months (48 months Centurion, 12 months with purchase) beginning at installation and acceptance, estimated date 15NOV11 through 14NOV16

Quote Number: 11-001957

All Services listed on this Quote are governed by the Standard Terms and Conditions for Communications Services and the EMBARQ® Centurion Maintenance Service Annex, both posted to http://about.centurylink.com/legal/rates_conditions.html.

Description	Quantity		Annual Extended Rate	
			Unit	Total
BLKBX TL553A-R3 DATASHARE	1	-	84.24	84.24
TS-4 PORT TERMINAL SVR	1	-	89.76	89.76
CBL 4FT RJ45-10P TO DB25M	1	-	2.88	2.88
SVR BASE RACK DL380/G7	2	-	437.52	875.04
2-POST RELAY RACKMNT KIT	2	-	23.64	47.28
HARD DRIVE 146GB SAS 15K	5	-	60.48	302.40
USB TO SERIAL HUB KIT	1	-	45.12	45.12
RISER CAGE PCI-X DL380/G7	1	-	17.40	17.40
MNTR 17IN W/SPKRS NEC	1	-	30.36	30.36
WKST HP Z200	5	-	225.24	1,126.20
MNTR 19IN W/SPKRS BLK NEC	5	-	40.20	201.00
4-CHANNEL, PCI SOUND CARD	5	-	75.96	379.80
KEYPAD 24 KEY PS2/USB	5	-	13.56	67.80
KVM DVI 4-PORT SWITCH	5	-	33.36	166.80
PAT 3.X SENT HARDWARE	5	-	221.64	1,108.20
PRINTER COLOR LASER, LV	1	-	103.20	103.20
CBL PATCH 3FT, PNL TO SW	1	-	1.20	1.20
CBL PATCH 15FT	1	-	1.92	1.92
WKST HP Z200	1	-	225.24	225.24
MNTR 19IN W/SPKRS BLK NEC	1	-	40.20	40.20
CALL RECORD PRNTR,HI END	1	-	64.92	64.92
CBL USB PRINTER 10FT	1	-	1.44	1.44
PRINT SVR 6120I LAN	1	-	36.96	36.96
PAT/CM ALARM PANEL	1	-	207.72	207.72
PAT PERIPHERALS	1	-	529.08	529.08
MODEM PKG 56K EXT	1	-	87.00	87.00
FXO GATEWAY 8-PORT	3	-	182.64	547.92
FXS GATEWAY 8-PORT	2	-	182.64	365.28

EQPMT RACK 19 INCH	1	-	38.04	38.04
KVM 4-PORT SWITCH	1	-	61.20	61.20
CBL KVM PS/2 CONSOLE	1	-	3.84	3.84
CBL KVM PS/2 PC	4	-	7.80	31.20
BRKT 19IN RACK MTG/ARBITR	1	-	4.44	4.44
WKST HP Z200	1	-	225.24	225.24
MNTR 19IN W/SPKRS BLK NEC	1	-	40.20	40.20
SVR BASE RACK DL380/G7	1	-	437.52	437.52
2-POST RELAY RACKMNT KIT	1	-	23.64	23.64
HARD DRIVE 146GB SAS 15K	4	-	60.48	241.92
BLKBX TL553A-R3 DATASHARE	1	-	84.24	84.24
TS-4 PORT TERMINAL SVR	1	-	89.76	89.76
CBL 4FT RJ45-10P TO DB25M	1	-	2.88	2.88
SVR BASE RACK DL380/G7	2	-	437.52	875.04
2-POST RELAY RACKMNT KIT	2	-	23.64	47.28
HARD DRIVE 146GB SAS 15K	5	-	60.48	302.40
USB TO SERIAL HUB KIT	1	-	45.12	45.12
RISER CAGE PCI-X DL380/G7	1	-	17.40	17.40
MNTR 17IN W/SPKRS NEC	1	-	30.36	30.36
WKST HP Z200	5	-	225.24	1,126.20
MNTR 19IN W/SPKRS BLK NEC	5	-	40.20	201.00
4-CHANNEL, PCI SOUND CARD	5	-	75.96	379.80
KEYPAD 24 KEY PS2/USB	5	-	13.56	67.80
KVM DVI 4-PORT SWITCH	5	-	33.36	166.80
PRINTER COLOR LASER, LV	1	-	103.20	103.20
CBL PATCH 3FT, PNL TO SW	1	-	1.20	1.20
CBL PATCH 15FT	1	-	1.92	1.92
CALL RECORD PRNTR, HI END	1	-	64.92	64.92
CBL USB PRINTER 10FT	1	-	1.44	1.44
PRINT SVR 6120I LAN	1	-	36.96	36.96
PAT/CM ALARM PANEL	1	-	207.72	207.72
PAT PERIPHERALS	1	-	529.08	529.08
MODEM PKG 56K EXT	1	-	87.00	87.00
FXO GATEWAY 8-PORT	3	-	182.64	547.92
FXS GATEWAY 8-PORT	2	-	182.64	365.28
EQPMT RACK 19 INCH	1	-	38.04	38.04
KVM 4-PORT SWITCH	1	-	61.20	61.20
CBL KVM PS/2 CONSOLE	1	-	3.84	3.84
CBL KVM PS/2 PC	4	-	7.80	31.20
BRKT 19IN RACK MTG/ARBITR	1	-	4.44	4.44
WKST HP Z200	1	-	225.24	225.24
MNTR 19IN W/SPKRS BLK NEC	1	-	40.20	40.20
4-CHANNEL, PCI SOUND CARD	1	-	75.96	75.96
KEYPAD 24 KEY PS2/USB	1	-	13.56	13.56
KVM DVI 4-PORT SWITCH	1	-	33.36	33.36
RACK, EQUIP SERVER 19INCH	1	-	126.12	126.12
BLKBX TL160A-R2 DATA BUFF	1	-	103.92	103.92
24 PORT PATCH PANEL	1	-	21.84	21.84
CBL PATCH 3FT, PNL TO SW	1	-	1.20	1.20

WKST HP Z200	1	-	225.24	225.24
MNTR 19IN W/SPKRS BLK NEC	1	-	40.20	40.20
4-CHANNEL, PCI SOUND CARD	1	-	75.96	75.96
KEYPAD 24 KEY PS2/USB	1	-	13.56	13.56
KVM DVI 4-PORT SWITCH	1	-	33.36	33.36
PAT 3.X SENT HARDWARE	1	-	221.64	221.64
RACK, EQUIP SERVER 19INCH	1	-	126.12	126.12
BLKBX TL160A-R2 DATA BUFF	1	-	103.92	103.92
24 PORT PATCH PANEL	1	-	21.84	21.84
CBL PATCH 3FT, PNL TO SW	1	-	1.20	1.20
FXO GATEWAY 8-PORT	1	-	182.64	182.64
FXS GATEWAY 8-PORT	1	-	182.64	182.64
TS-4 PORT TERMINAL SVR	1	-	89.76	89.76
WKST HP Z200	1	-	225.24	225.24
MNTR 19IN W/SPKRS BLK NEC	1	-	40.20	40.20
4-CHANNEL, PCI SOUND CARD	1	-	75.96	75.96
KEYPAD 24 KEY PS2/USB	1	-	13.56	13.56
KVM DVI 4-PORT SWITCH	1	-	33.36	33.36
PAT 3.X SENT HARDWARE	1	-	221.64	221.64
CBL PATCH 3FT, PNL TO SW	1	-	1.20	1.20
Misc Cabling, Connectors & Supplies	1	-	346.32	346.32
GPS Command Center Package	2	-	768.00	1,536.00
SENT CPOST 8540P	2	-	235.44	470.88
SENT PAT CPOST HW KIT	2	-	87.36	174.72
Centurylink Evergreen Services	1	-	2,611.56	2,611.56
Options Included:				
-				
SUBTOTAL: ANNUAL RECURRING EQUIPMENT COV				\$ 21,095.16
-				
-				
-				
-				
TOTAL ANNUAL RECURRING COVERAGE CHARGES				\$ 21,095.16
TOTAL CONTRACT TERM RECURRING COVERAGE CHA				\$ 84,380.64
CONTRACT TERM: 48 Months				

For use with Standard Terms and Conditions for Communications Services (“Standard Terms and Conditions”). This Annex is not applicable to Services governed by Tariffs on file with the FCC or state regulatory authorities.

CENTURYLINK LOCAL GOVERNMENT CUSTOMER ANNEX

This CenturyLink Local Government Customer Annex (“Annex”), together with the applicable cover agreement, modifies the Standard Terms and Conditions. This Annex takes precedence over all other conflicting terms and conditions of the Agreement. When attached to the applicable cover agreement, this Annex supersedes the version posted at http://about.centurylink.com/legal/rates_conditions.html.

1. **Eligibility and Applicability.** This Annex is available to all local governmental entities and agencies in connection with the purchase of Products and Services sold under the Standard Terms and Conditions. CenturyLink defines “local governmental entities and agencies” as local entities and agencies, specifically excluding all state and federal entities and agencies, that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges.
2. **Indemnity.** Customer will honor all indemnity provisions under the Agreement only to the maximum extent permitted by applicable law. No section of the Agreement is intended to create a waiver of Customer’s rights or privileges as a sovereign entity.
3. **Nonappropriation.**
 - 3.1. **Definition.** A “nonappropriation” occurs when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement.
 - 3.2. **Effect.** If a nonappropriation occurs during the Term, Customer may terminate the Agreement at the end of the then-current fiscal period (“Termination Date”) without incurring any termination liability. Customer will not be obligated for payments for any fiscal period after the Termination Date.
 - 3.3. **Notice.** Customer will give CenturyLink written notice of any termination under this section at least 30 days before the Termination Date. At CenturyLink’s request, Customer will promptly provide supplemental documentation about the nonappropriation.
 - 3.4. **Limitations.**
 - A. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term, including the exhaustion of all available administrative appeals if funding is initially denied.
 - B. If Customer terminates the Agreement under this provision, Customer will not obtain the Services described in the Agreement from CenturyLink or from any other provider for a period of 180 days after the Termination Date. This obligation will survive termination of the Agreement for nonappropriation.
4. **Damages.** The Agreement does not create an obligation by Customer to pay any damages in excess of those amounts legally available to satisfy Customer’s obligations under the Agreement.
5. **Ownership and Confidentiality.** The Agreement is a copyrighted work authored by CenturyLink and may contain CenturyLink trademarks, trade secrets, and other proprietary information. CenturyLink acknowledges that the Agreement may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively, “FOI”). Customer will provide CenturyLink with prompt notice of any intended FOI disclosures or post-execution FOI requests, citations to or copies of applicable FOI for review, and an appropriate opportunity to seek protection of CenturyLink confidential and proprietary information consistent with all applicable laws and regulations.
6. **Governing Law.** The Agreement and the rights and obligations of the parties are governed by the laws of the U.S. State where CenturyLink provides the Products and Services, without regard to that State’s conflict of laws principles.

These Standard Terms and Conditions are not applicable to services governed by Tariffs on file with the FCC or state regulatory authorities. Tariffs are located at http://about.centurylink.com/legal/rates_conditions.html.

**STANDARD TERMS AND CONDITIONS
FOR COMMUNICATIONS SERVICES
("STANDARD TERMS AND CONDITIONS")**

1. GENERAL.

- 1.1 Applicability.** These Standard Terms and Conditions contain general provisions that apply to all retail business Products and Services that a CenturyLink-affiliated entity provides. "Agreement" means the terms and conditions under which Customer purchases Products and Services, including all attachments, these Standard Terms and Conditions, documents incorporated by reference, and all related Order(s). Other capitalized terms are defined in this document or in the applicable Schedules or Product and Service-specific Annexes.
- 1.2 Additional Terms and Conditions.** Customer's purchase and use of Products and Services is also governed by product and service-specific terms and conditions found in the applicable Schedules and Product and Service-specific Annexes, posted to http://about.centurylink.com/legal/rates_conditions.html (the "Rates and Conditions Website").
- 1.3 Local Governments and Government Programs.**
- A. Local Government Customers.** Unless specified otherwise, purchases of Products or Services by local governmental entities also are subject to the Local Government Customer Annex posted to the Rates and Conditions Website.
 - B. Universal Service Administrative Company Programs.** Customers seeking funds through Universal Service Administrative Company programs such as the Schools and Libraries Program of the Universal Service Fund ("E-Rate Program"), the Rural Health Care Program of the Universal Service Fund ("RHC Program"), or state or local corollaries to the E-Rate Program or the RHC Program are subject to applicable program annexes posted to the Rates and Conditions Website.
 - C. American Recovery and Reinvestment Act (ARRA).** Customer will not pay for Products or Services with funds obtained through the ARRA or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.
- 1.4 Conflicts Provision.** If a conflict exists among provisions within the Agreement, specific terms will control over general provisions, and negotiated or added terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing.

2. TERM.

- 2.1 Agreement Term.** The period set in the Agreement during which CenturyLink provides Products and Services to Customer is defined as the "Agreement Term." These Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes apply from the Effective Date until the Agreement Term expires or terminates. CenturyLink will not accept Orders for Products and Services after expiration of the Agreement Term, but these Standard Terms and Conditions, relevant Schedules, or Product and Service-specific Annexes will continue to apply to Orders properly placed during the Agreement Term. If Customer continues to use maintenance, managed, or professional Services following the termination or expiration of the Agreement Term or an Order issued during the Agreement Term for such Services, CenturyLink may, at its sole discretion, provide those Services on a time and material basis at CenturyLink's then-current rates without applying any discounts or credits under the Agreement, but these Standard Terms and Conditions and the Time and Materials Product Annex (posted to the Rates and Conditions Website) will govern CenturyLink's provision of such Services.

2.2 **Order Term.** Customer purchases each Service for a specific term for the particular Service ordered (each, an "Order Term"). Each Order Term is listed in the Agreement and begins on the first day of the first billing month after CenturyLink installs and makes that Service available to Customer. If Customer continues to receive a Service after expiration of the Service's applicable Order Term, CenturyLink will provide that Service at its then-current list pricing and then-current Standard Terms and Conditions, relevant Schedules, and Product and Service-specific Annexes, unless the parties otherwise agree in writing.

3. CHARGES.

3.1 **CenturyLink Charges.** Customer will pay CenturyLink the rates and charges for Products and Services set forth in the Agreement and any Order under the Agreement, including all charges associated with establishing Customer's Products and Services or related to CenturyLink's installation or provisioning costs. Charges associated with establishing or provisioning Services may include nonrecurring charges described in applicable Schedules and Product and Service-specific Annexes. Examples of these nonrecurring charges are customer-initiated change requests, expedite charges, service charges, any construction-related charges, and liabilities imposed on CenturyLink by third parties, such as other local exchange carriers, as a result of ordering or providing facilities to operate Services.

3.2 **Fixed Rates and Percentage Discounts.** Except as expressly stated otherwise in the Agreement, rates and charges for a Product or Service that are stated as a flat or fixed recurring or non-recurring charge will not change during the applicable Order Term (for a Service) or Agreement Term (for a Product) if CenturyLink increases or decreases the list rate in a Schedule or price list. Rates and charges for a Product or Service not fixed in the Agreement will be based on current Schedules or price lists and may change during the Agreement Term. If pricing in the Agreement for a Service is stated as a percentage discount off of a Schedule rate or list price, that percentage discount is fixed for the applicable Order Term, but CenturyLink may modify the underlying rate or list price to which the percentage discount is applied on no less than one day's notice. **Changes to Schedules are posted to the Rates and Conditions Website.**

3.3 **Rate Adjustments.** CenturyLink may impose additional fees, charges or surcharges on Customer to recover amounts that CenturyLink is required or permitted by governmental or quasi-governmental authorities to collect, or pay to others in support of, or to comply with, statutory or regulatory programs, plus a commercially reasonable amount to recover the administrative costs associated with such charges or programs. The amount of these fees, charges, or surcharges may vary. These charges may include state and federal Carrier Universal Service Charges, compensation to payphone providers, International Mobile Termination Charges, E911, Telephone Relay Service, or charges assessed to CenturyLink for terminating or originating a call to wireless providers.

3.4 Taxes.

A. **Taxes Not Included.** CenturyLink's rates and charges for Products and Services do not include taxes. Customer will pay all taxes, including, but not limited to, sales, use, gross receipts, excise, VAT, property, transaction, or other local, state, or national taxes or charges imposed on or based upon the provision, sale or use of Products and Services.

B. **Withholding Taxes.** Notwithstanding any other provision of the Agreement, if Customer is required by law to make a deduction or withholding from any amount due to CenturyLink, Customer must notify CenturyLink in writing. CenturyLink will then increase the gross amount of Customer's invoice so that, after Customer's deduction or withholding for taxes, the net amount paid to CenturyLink will not be less than the amount CenturyLink would have received without the required deduction or withholding.

C. **Exclusions.** Customer will not be responsible for payment of:

(1) CenturyLink's direct income taxes and employment taxes; and

- (2) any other tax to the extent that Customer demonstrates a legitimate exemption under applicable law.

4. BILLING AND PAYMENT.

4.1 Invoicing.

- A. **Commencement of Invoicing.** CenturyLink may begin invoicing Customer in full for rates and charges on the later of:
 - (1) the date the Products or Services are installed and made available; or
 - (2) the first day of the first bill cycle after the Effective Date.
- B. **Delays.** If CenturyLink cannot install or make available the Products or Services by the delivery date specified in the Order due to a Customer-caused delay, CenturyLink may bill Customer as of the delivery date specified in the Order, or if no date is specified, any time 30 days after the Effective Date.
- C. **Recurring Services.** For recurring Services and nonrecurring charges, CenturyLink bills fixed service charges in advance, and usage-based charges in arrears.
- D. **Additional Invoice Information.** Customer may make a written request to CenturyLink for additional invoice-related information, including duplicate invoices, to the extent such information is reasonably available in CenturyLink's sole discretion. CenturyLink may charge Customer for such information. Customer may only request information from CenturyLink for the 12-month period preceding the date of Customer's written request.

4.2 **Payment and Late Charges.** Unless otherwise defined in the Agreement, Customer must pay all undisputed amounts by the due date listed on Customer's invoice, which may be up to 30 days from the date of the invoice. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. Other than items subject to a bona fide dispute, CenturyLink may charge a late fee (up to the maximum rate allowed by law) or take other action to compel payment of past due amounts after written notice to Customer, including suspension or termination of Services, unless prohibited by applicable law or regulation. Service that is suspended or terminated for nonpayment may be subject to a reconnection charge. Customer may not offset disputed amounts from one invoice against payments due on the same or another account. CenturyLink's acceptance of late or partial payments (even those marked, "Paid in Full") and late payment charges is not a waiver of its right to collect the full amount due. Customer's payment obligations include late charges and third party collection costs CenturyLink incurs, including reasonable attorneys' fees, if Customer fails to cure its breach of these payment terms.

4.3 **Disputed Invoice Charges.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges within the payment period described in Section 4.2, and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge. Customer must cooperate with CenturyLink to promptly resolve any disputed charge. If CenturyLink determines, in good faith, that the disputed charge is valid, CenturyLink will notify Customer and, within five business days of receiving notice, Customer must pay the charge.

5. **CREDIT APPROVAL.** CenturyLink's provision of Products and Services is subject to CenturyLink's credit approval of Customer. As part of the credit approval process, CenturyLink may require Customer to provide a deposit or other security. Additionally during the Agreement Term, if Customer's financial circumstance or payment history becomes reasonably unacceptable to CenturyLink, CenturyLink may require adequate assurance of future payment as a condition of continuing CenturyLink's provision of Products and Services. Customer's failure to provide adequate assurances required by CenturyLink is a material breach of the Agreement. CenturyLink may provide Customer's payment history or other billing/charge information to any credit reporting agency or industry clearinghouse.

6. **ORDERS.**

6.1 **Application.** The terms and conditions in any Orders will have no force or effect other than to denote quantity and description of Products or Services, delivery destinations, delivery dates, Customer billing addresses, installation addresses, the Agreement under which the Order is issued, and any other information required by CenturyLink. Orders are binding only upon acceptance in writing by CenturyLink. CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink initiates delivery of Products and Services listed in the Order or otherwise begins performance, but Customer must pay CenturyLink's costs resulting from Customer's cancellation, including costs specifically described in the applicable Schedule or Product and Service-specific Annexes.

6.2 **Cancellation.** CenturyLink will notify Customer of rejected Orders. Customer may cancel an Order at any time before CenturyLink delivers the Products and Services listed in the Order or begins its performance, but Customer must pay any actual costs CenturyLink incurs due to Customer's cancellation in addition to any amounts described in the applicable Product and Service-specific Annexes.

7. **WARRANTIES. EXCEPT AS, AND ONLY TO THE EXTENT EXPRESSLY PROVIDED IN THE AGREEMENT, PRODUCTS AND SERVICES ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFRINGEMENT, AND WARRANTIES RELATED TO EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE.**

8. **EQUIPMENT AND SOFTWARE; CENTURYLINK-PROVIDED NETWORK MANAGEMENT.**

8.1 **Equipment or Software Not Provided by CenturyLink.** Customer is responsible for any items not provided by CenturyLink, including installation, operation, and maintenance of such equipment or software and any equipment or software that impairs Product or Service quality or availability. Upon notice from CenturyLink of such impairment, Customer will promptly cure the problem. Customer will continue to pay CenturyLink for Products and Services during such impairment or related suspension. If the impairment interferes with the use of the CenturyLink-provided network by CenturyLink or third parties, CenturyLink, in its reasonable discretion, may suspend or disconnect the affected Products and Services without advance notice to Customer, although CenturyLink will provide advance notice where practical. Customer will not rearrange, disconnect, remove, or attempt to repair any CenturyLink-provided items. At Customer's request, CenturyLink will troubleshoot the impairment at CenturyLink's then-current time and materials rates. CenturyLink is not liable if a commercially reasonable change in Products or Services causes equipment or software not provided by CenturyLink to become obsolete, require alteration, or perform at lower levels.

8.2 **Calls via Customer's Equipment or Software.** Customer is responsible for all charges, including any third-party charges, incurred for all types of calls, authorized or unauthorized, placed by or through Customer's equipment or software via any remote access feature, transferring capability, or call forwarding, even when such calls are placed fraudulently. Customer's responsibility for these charges applies in all instances, including if Customer purchased or leased such equipment or software by or through CenturyLink or purchased CenturyLink-provided maintenance for its equipment or software. To reduce Customer's exposure, Customer may install its own blocking techniques to stop such capabilities and calls. CenturyLink will neither install nor assist in the installation of such blocking techniques, and has no obligation to block these capabilities or liability if such calls are placed, including no liability for charges that Customer may incur.

8.3 **Software License.**

A. **Licensing Requirements.** Where software is provided with a Product or Service, Customer is granted a non-exclusive and non-transferable license or sublicense to use the software, including any related documentation, solely to enable Customer to use the Products and Services in accordance with the applicable licensing requirements. Software

licensing terms and conditions, including end-user licensing agreements and terms and conditions from CenturyLink's vendors, may be provided to Customer through click or shrink-wrap agreements. CenturyLink may suspend, block or terminate Customer's use of any software if Customer fails to comply with any applicable licensing requirement.

B. Prohibitions. Customer is not granted any rights to use any software on behalf of third parties or related to time share or service bureau activities. No rights are granted to source code, and Customer will not reverse engineer, decompile, modify, enhance, copy, prepare derivative works, or reproduce any software.

8.4 Title to Software or Equipment. CenturyLink (or CenturyLink vendors, if applicable) retain title and property rights to CenturyLink-provided software and equipment (excluding Products sold to Customer under the Agreement), including copies, and any related patents, copyrights, trademarks, or IP addresses assigned to Customer. Upon termination or expiration of the Agreement or an applicable Order, Customer will surrender and immediately return the CenturyLink-provided equipment and software, including all copies, to CenturyLink or will provide CenturyLink access to reclaim such equipment and software.

8.5 Network Management. CenturyLink reserves the right to perform preventative maintenance and software upgrades to the CenturyLink-provided network at its sole discretion on a scheduled or as-needed basis. CenturyLink may charge Customer where additional technical limitations or CenturyLink must construct network facilities to provide Services to Customer. If software or equipment not provided by CenturyLink is connected to CenturyLink-provided network facilities, CenturyLink's obligations relate only to the Services under the Agreement.

9. USE OF NAME, SERVICE MARKS, TRADEMARKS. Neither party will use the name, service marks, trademarks, or carrier identification code of the other party or any of its Affiliates for any purpose without the other party's prior written consent.

10. CUSTOMER RESPONSIBILITIES.

10.1 Installation. Customer will reasonably cooperate with CenturyLink or its agents to install the Products and Services. Customer is responsible for damage to CenturyLink-owned Products and Services located on Customer premises, excluding reasonable wear and tear or damage caused by CenturyLink. CenturyLink may refuse to install Products and Services or may discontinue and disconnect Products and Services without notice, if any condition on Customer's premises is unsafe or likely to cause injury to any person using Products and Services. Additional Customer responsibilities relating to a particular Product or Service may be defined in the applicable Schedules or Product and Service-specific Annexes.

10.2 Use of Products and Services.

A. Acceptable Use Policy. If Customer purchases Products or Services that connect to the Internet, Customer must conform to the CenturyLink acceptable use policy posted to: <http://www.centurylink.com/Pages/AboutUs/Legal>, as reasonably amended from time to time.

B. Abuse and Fraud. Customer will not use Products or Services: (1) for fraudulent, abusive, unlawful or destructive purposes, including unauthorized or attempted unauthorized access to, or alteration, abuse or destruction of, information; or (2) in any manner that causes interference with CenturyLink's or another's use of the CenturyLink-provided network. Customer will cooperate promptly with CenturyLink to prevent third parties from gaining unauthorized access to the Products and Services via Customer's facilities.

C. Resale and Lease Prohibitions. Except to the extent expressly permitted by state or federal law and regulations, Customer will not resell Products and Services. Customer will not lease Products or Services under any circumstances.

11. CONFIDENTIALITY AND PRIVACY.

- 11.1 **Nondisclosure Requirements.** If the parties have not executed a mutual nondisclosure agreement, this provision will govern their exchange of information. Each party will not disclose any Confidential Information (defined below) received from the other party, or otherwise discovered by the receiving party, to any third party, except as expressly permitted in the Agreement. This obligation will continue until two years after the Agreement expires or terminates. Confidential Information includes, but is not limited to, pricing and terms of the Agreement, and information relating to the disclosing party's technology, business affairs, trade secrets, development and research information, and marketing or sales plans (collectively the "Confidential Information"). The receiving party may disclose Confidential Information to its subsidiaries, Affiliates, agents and consultants with a need to know, if they are not competitors of the disclosing party and are subject to a confidentiality agreement at least as protective of the disclosing party's rights as this provision. The parties will use Confidential Information only for the purpose of performing under the Agreement or for the provision of other CenturyLink services. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (A) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (B) is or becomes publicly known, through no wrongful act or omission of the receiving party; (C) is received without restriction from a third party free to disclose it without obligation to the disclosing party; (D) is developed independently by the receiving party without reference to the Confidential Information, or (E) is required to be disclosed by law, regulation, or court or governmental order. The parties acknowledge that the receiving party's unauthorized disclosure or use of Confidential Information may result in irreparable harm. If there is a breach or threatened breach of the Agreement, the disclosing party may seek a temporary restraining order and injunction to protect its Confidential Information. This provision does not limit any other remedies available to either party. The party who breached or threatened to breach its nondisclosure obligation under the Agreement will not raise the defense of an adequate remedy at law.
- 11.2 **Privacy.** CenturyLink's privacy policy, as amended from time to time, is available at <http://www.centurylink.com/Pages/AboutUs/Legal>. The privacy policy includes information about CenturyLink's customer information practices and applies to the provisioning of Products and Services.

12. LIMITATIONS OF LIABILITY.

- 12.1 **Direct Damages.** Each party's maximum liability for damages caused by its failure(s) to perform its obligations under the Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property, caused by the party's negligent or willful misconduct; and (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in the aggregate, in any 12-month period, an amount equal to Customer's total net payments for the affected Products and Services purchased in the month preceding the month in which the injury occurred. Customer's payment obligations, Customer's liability for early termination charges, and the parties' indemnification obligations under the Agreement are excluded from this provision.
- 12.2 **Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.
- 12.3 **Unauthorized Access and Hacking.** Except for physical damage to Customer's transmission facilities or Customer premise equipment directly caused by CenturyLink's negligence or willful misconduct, CenturyLink is not responsible for unauthorized access to, or alteration, theft, or destruction of, Customer's data, programs or other information through accident, wrongful means

or any other cause while such information is stored on or transmitted across CenturyLink-provided network facilities or Customer premise equipment.

- 12.4 Liability for Content.** CenturyLink is not responsible for the content of any information transmitted, accessed, or received by Customer through CenturyLink's provision of the Products and Services.

13. INDEMNIFICATION.

- 13.1 Mutual Indemnification for Personal Injury, Death or Damage to Personal Property.** Each party will indemnify and defend the other party, its directors, officers, employees, agents and their successors from and against all third party claims for damages, losses, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and relating to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the indemnifying party or its subcontractors, directors, officers, employees or authorized agents.

- 13.2 Customer Indemnification.** Customer will indemnify and defend CenturyLink, CenturyLink's officers, directors, agents, and employees and their successors, against all third party claims for damages, losses, liabilities or expenses, including reasonable attorneys' fees, arising out of:

- A. Customer's failure to obtain required permits, licenses, or consents necessary to enable CenturyLink to provide the Products and Services (e.g., landlord permissions or local construction licenses). This provision does not include permits, licenses, or consents related to CenturyLink's general qualification to conduct business;
- B. Customer's transmissions, or transmissions by parties authorized by Customer, of, information, data, or messages over the CenturyLink-provided network leading directly or indirectly to third party claims: (1) for libel, slander, invasion of privacy, infringement of copyright, and invasion or alteration of private records or data; (2) for infringement of patents arising from the use of equipment, hardware or software not provided by CenturyLink; and (3) based on transmission and uploading of information that contains viruses, worms, or other destructive media or other unlawful content;
- C. CenturyLink's failure to pay any tax to the extent that CenturyLink relied on Customer's claimed legitimate exemption under applicable law;
- D. Customer's breach of software licensing requirements; and
- E. Customer's failure to comply with the usage requirements in the Customer Responsibilities Section of these Standard Terms and Conditions.

- 13.3 CenturyLink Indemnification.** CenturyLink will indemnify and defend Customer, Customer's officers, directors, agents, and employees and their successors against third party claims enforceable in the United States alleging that Services as provided infringe any third party United States patent or copyright or contain misappropriated third party trade secrets. But CenturyLink's obligations under this Section will not apply if the infringement or violation is caused by Customer's modification to CenturyLink-provided software, equipment or Services; combination of CenturyLink-provided services or products with other services or products; functional or other specifications that were provided by or requested by Customer; or Customer's continued use of infringing Services after CenturyLink provides reasonable notice to Customer of the infringement. For any third party claim that CenturyLink receives, or to minimize the potential for a claim, CenturyLink may, at its sole option, either:

- A. procure the right for Customer to continue using the Services;
- B. replace or modify the Services with comparable Services; or
- C. terminate the Services.

13.4 **Rights of Indemnified Party.** To be indemnified, the party seeking indemnification must promptly notify the other party in writing of the claim (unless the other party already has notice of the claim); give the indemnifying party full and complete authority, information and assistance for the claim's defense and settlement; and not, by any act, admission, or acknowledgement, materially prejudice the indemnifying party's ability to satisfactorily defend or settle the claim. The indemnifying party will retain the right, at its option, to settle or defend the claim, at its own expense and with its own counsel. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense, but the indemnifying party will retain sole control of the claim's settlement or defense.

13.5 **Remedies.** The foregoing provisions of this Section state the entire liability and obligations of the indemnifying party and any of its Affiliates or licensors, and the exclusive remedy of the indemnified party, with respect to the claims described in this Section.

14. TERMINATION.

14.1 CenturyLink Right to Terminate.

- A. CenturyLink may immediately suspend or terminate Products or Services or the Agreement if:
- (1) Customer fails to cure its default of the payment terms in the Agreement;
 - (2) If Customer has vacated the premises to which Services are furnished;
 - (3) Customer fails to cure any other material breach of the Agreement within 30 days after receiving CenturyLink's written notice;
 - (4) Customer provides false or deceptive information establishing, using or paying for Services or Customer engages in false, deceptive, fraudulent, or harassing activities when establishing, using or paying for Services;
 - (5) Customer fails to comply with applicable law or regulation and Customer's noncompliance prevents CenturyLink's performance under the Agreement; or
 - (6) Customer resells Products or Services as prohibited by these Standard Terms and Conditions.
- B. If CenturyLink terminates the Agreement under this Section, Customer will be liable for any Products and Services provided up to the date of termination, whether or not invoiced by the termination date, as well as any applicable early termination liabilities.

14.2 Customer Right to Terminate.

- A. **Material Failure.** If CenturyLink materially fails to provide a Product or Service and CenturyLink fails to cure after Customer provides CenturyLink with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, Customer may terminate the affected Products or Services without early termination liability 30 days after CenturyLink's receipt of Customer's written notice to terminate. CenturyLink's material failure does not include a failure caused by circumstances outside CenturyLink's sole control, a failure caused by a third party access provider, a Force Majeure Event, or Customer or Customer-provided software or equipment.
- B. **Termination for Convenience.** Customer may terminate a Service during the applicable Order Term, or the Agreement during the Agreement Term, by providing 60 days' written notice to CenturyLink. In the case of such termination for convenience, Customer will be liable for early termination fees set forth in the Agreement.

14.3 Early Termination Liability.

- A. **Calculation of Early Termination Liability.** If Customer terminates a Product or Service in whole or in part, before expiration of the applicable Order Term (unless due to CenturyLink's material failure), or CenturyLink terminates a Product or Service or applicable Order as permitted under the Agreement, Customer will pay the following

early termination charges, which represent CenturyLink's reasonable liquidated damages and not a penalty:

- (1) **General Liability.** A lump sum equal to (a) 50% of the applicable monthly charges, multiplied by the number of months remaining in the applicable Order Term, plus (b) a pro rata amount of any waived installation charges, any credits issued (excluding any service level credits issued for any Service outages), and initialization fees waived based upon the number of months remaining in the applicable Order Term at the time of termination; and
- (2) **Third Party Liability.** Any liabilities imposed on CenturyLink by third parties, such as other local exchange carriers and all nonrecoverable costs incurred by CenturyLink as a result of ordering facilities required to operate the Product or Service, as a result of Customer's early termination.

B. Waiver of Early Termination Liability. With CenturyLink's written approval, Customer will not be liable for the early termination liability described in this Section for a Service if Customer purchases another Service at the same time with the same or greater monthly recurring charge for an Order Term at least equal to the greater of: the remaining months in the original Order Term or one year.

14.4 Disconnect Notice. CenturyLink will have up to 30 days to complete disconnection of a Service. To complete disconnection, Customer must provide information required by CenturyLink. Customer's failure to provide such information may delay or prevent the disconnection. Customer will be responsible for all charges through the later of the 30th day after CenturyLink received the disconnect notice, or the date Customer stops using the Services.

15. FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts, events, and causes beyond the control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain parts or equipment from third party suppliers; cable cuts by third parties, a local exchange carrier's activities, and other acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; and governmental decrees and any other cause beyond the reasonable control of a party.

16. DEFINITIONS.

16.1 "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other such similar voting rights.

16.2 "Effective Date" is the date the last party signs the Agreement.

16.3 "Order" means a written, electronic or verbal order, or purchase order governed by the terms and conditions of the Agreement, submitted or confirmed by Customer and accepted by CenturyLink, which identifies specific Products and Services; quantity ordered; CenturyLink's Agreement number, title, and execution date; billing address; ship to address; and service/installation address, as applicable. Verbal Orders are deemed confirmed upon Customer's written acknowledgement, or Customer's use, of Products or Services.

16.4 "Product(s)" includes equipment, devices, hardware, software, cabling or other materials sold or leased to Customer by or through CenturyLink as a separate item from, or bundled with, a Service.

16.5 "Product and Service-specific Annexes" refers to separate descriptions, terms and conditions for certain non-tariffed Products and Services, including those offered under applicable CenturyLink local terms of service in states that have withdrawn Tariffs for such Products and Services. Product and Service-specific Annexes are incorporated into the Agreement.

- 16.6 “Schedules” are the terms and conditions governing CenturyLink’s provision of certain interexchange Services that were detariffed by order of the Federal Communication Commission (“FCC”). CenturyLink Schedules are subject to change during the Agreement Term under the rules and authority of the FCC. Schedules are posted to the Rates and Conditions Website.
- 16.7 “Service(s)” means wireline and wireless business communications services that are not governed by Tariffs, including basic or telecommunications services, information or other enhanced services, and non-regulated professional services provided to Customer by or through CenturyLink under the Agreement, excluding Products.
- 16.8 “Tariffs” means the CenturyLink incumbent local exchange carrier, competitive local exchange carrier, or intrastate interexchange carrier tariffs on record with the FCC or state regulatory authorities having jurisdiction over those Services. Tariffs are subject to change during the Agreement Term under the rules and authority of the relevant regulatory bodies.

17. MISCELLANEOUS.

- 17.1 **Independent Contractor.** CenturyLink provides the Products and Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.
- 17.2 **No Waiver of Rights.** The failure to exercise any right under the Agreement does not constitute a waiver of the party’s right to exercise that right or any other right in the future.
- 17.3 **No Third Party Beneficiaries.** The Agreement’s benefits do not extend to any third party.
- 17.4 **Governing Law; Dispute Resolution.**
- A. **Negotiation.** The parties will use good faith efforts to resolve any dispute promptly by negotiation at a higher level of management than the persons with direct responsibility for administration of the Agreement. All negotiations and any documents exchanged related to the negotiations under this Section are confidential, and will be treated as compromise and settlement negotiations under applicable rules of evidence.
- B. **Governing Law; Forum.** Delaware state law, without regard to choice-of-law principles, governs all matters relating to the Agreement. Any legal proceeding relating to the Agreement, will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in the location of the party to the Agreement not initiating the action, as indicated in the Notices section. But CenturyLink may, at its discretion, initiate proceedings in Denver, Colorado to collect undisputed amounts billed.
- C. **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity.
- D. **Arbitration if Jury-Trial Waiver Unenforceable.** If for any reason the jury waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, *et. seq.*. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration. If the parties cannot reach agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party’s claims to permit the other party to understand the claims and identify witnesses and relevant documents. The

arbitrator will not be empowered to award, nor will any party be entitled to receive, any damages or awards that are barred by the "Limitation of Liability" Section of the Agreement. The arbitrator's decision must follow the plain meaning of this Agreement and will be final, binding, and enforceable in a court of competent jurisdiction.

- 17.5 Compliance with Laws.** Each party agrees that it will comply with all applicable laws in performing its obligations under the Agreement.
- 17.6 Assignment.** Customer may not assign any rights or obligations under the Agreement or an Order without CenturyLink's prior written consent, except that Customer may assign the Agreement, after 30 days prior written notice, to an Affiliate or an entity that has purchased all or substantially all of Customer's assets. Following written notice to Customer, CenturyLink may assign the Agreement or an Order, in whole or in part, without Customer's prior written consent.
- 17.7 Amendments and Alterations.** The Agreement may only be amended in a writing signed by both parties' authorized representatives. Alterations to the Agreement are not valid unless accepted in writing by authorized representatives of both parties.
- 17.8 Notice.** Notices required under the Agreement must be submitted in writing to the party's address for notice listed in the Agreement or Order and, in the case of a dispute, notices must also be sent to:
- CenturyLink
Attn: Senior Assistant General Counsel, Commercial Law
5454 W. 110th Street
Overland Park KS 66211
- 17.9 Severability.** If any provision of the Agreement is found to be unenforceable, the Agreement's unaffected provisions will remain in effect and the parties will negotiate a mutually acceptable replacement provision consistent with the parties' original intent.
- 17.10 URLs and Successor URLs.** References to Uniform Resource Locators (URLs) in the Agreement include any successor URLs designated by CenturyLink.
- 17.11 Survivability.** The terms and conditions of the Agreement regarding confidentiality, indemnification, warranties, payment, dispute resolution and all others that by their sense and context are intended to survive the expiration of the Agreement will survive.
- 17.12 Entire Agreement.** This Agreement, including all referenced documents, annexes, Schedules, or exhibits, the related Orders and the parties' mutual nondisclosure agreement constitutes the entire agreement and understanding between the parties and supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter.