

City of Fayetteville Staff Review Form

2018-0762

Legistar File ID

2/5/2019

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Tim Nyander

1/2/2019

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid #18-55 and approving a construction contract with Kajacs Contractors, Inc. in the amount of \$1,067,000.00 for construction services associated with the elimination of the Masters sewer lift station, and approving a contingency in the amount of \$106,700.00 for a total of \$1,173,700.00.

Budget Impact:

5400.720.5700-5815.00	Water and Sewer																								
Account Number	Fund																								
02017.1	Sanitary Sewer Rehabilitation																								
Project Number	Project Title																								
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;">Budgeted Item?</td> <td style="width: 10%; text-align: center;">Yes</td> <td style="width: 30%; border-bottom: 1px solid black;">Current Budget</td> <td style="width: 30%; text-align: right;">\$ 5,707,094.00</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Funds Obligated</td> <td style="text-align: right;">\$ 1,515,115.78</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Current Balance</td> <td style="text-align: right; border: 1px solid black;">\$ 4,191,978.22</td> </tr> <tr> <td>Does item have a cost?</td> <td style="text-align: center;">Yes</td> <td style="border-bottom: 1px solid black;">Item Cost</td> <td style="text-align: right;">\$ 1,173,700.00</td> </tr> <tr> <td>Budget Adjustment Attached?</td> <td style="text-align: center;">No</td> <td style="border-bottom: 1px solid black;">Budget Adjustment</td> <td style="text-align: right;">\$ -</td> </tr> <tr> <td></td> <td></td> <td style="border-bottom: 1px solid black;">Remaining Budget</td> <td style="text-align: right; border: 1px solid black;">\$ 3,018,278.22</td> </tr> </table>	Budgeted Item?	Yes	Current Budget	\$ 5,707,094.00			Funds Obligated	\$ 1,515,115.78			Current Balance	\$ 4,191,978.22	Does item have a cost?	Yes	Item Cost	\$ 1,173,700.00	Budget Adjustment Attached?	No	Budget Adjustment	\$ -			Remaining Budget	\$ 3,018,278.22	
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Budget Adjustment Attached?	No	Budget Adjustment	\$ -																						
		Remaining Budget	\$ 3,018,278.22																						

V20180321

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



MEETING OF FEBRUARY 5, 2019

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

DATE: January 2, 2019

SUBJECT: **Bid #18-55, Kajacs Contractors, Inc. – Construction Contract for Elimination of the Masters Sewer Lift Station**

RECOMMENDATION:

Staff recommends awarding Bid #18-55 and approving a construction contract with Kajacs Contractors, Inc. in the amount of \$1,067,000.00 for construction services associated with the elimination of the Masters sewer lift station, and approving a contingency in the amount of \$106,700.00.

BACKGROUND:

The elimination of the Masters Lift Station (Sewer Lift Station 23) is a recommended 2017 CIP project in the Wastewater Collection System 2014 Master Plan Update. Hawkins-Weir Engineers, Inc. provided engineering services for the elimination of the lift station.

DISCUSSION:

The City accepted formal bids on December 5, 2018 per Bid #18-55 for the construction phase of the Masters sewer lift station elimination. Kajacs Contractors, Inc. submitted a bid in the amount of \$1,067,000.00, which was the lowest bid. The project includes the installation of 3,450 linear feet of 8-inch gravity sewer along with the demolition of the existing Masters lift station. A ten percent contingency is also recommended in the amount of \$106,700.00, for a total of \$1,173,700.00.

BUDGET/STAFF IMPACT:

Funds are available in the Sanitary Sewer Rehabilitation project.

Attachments:

Agreement
Bid Tabulation
Submittal
Recommendation Letter from Hawkins-Weir Engineers, Inc.

City of Fayetteville, Arkansas
Masters Lift Station Elimination

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: Masters Lift Station Elimination

Contract No.: 18 - 55 Construction

THIS AGREEMENT is dated as of the ___ day of _____ in the year 20___ by and between The City of Fayetteville, Arkansas and **KAJACS Contractors, Inc.** (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

Description of Project, Installation of 3,450 feet of 8-inch gravity sewer along with the demolition of the existing Masters Lift Station.

Any use of a third party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities:

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by Hawkins-Weir Engineers, Inc. Hawkins-Weir Engineers, Inc. assumes all duties and responsibilities, and has the rights and authority assigned to Hawkins-Weir Engineers, Inc. in the Contract

DOCUMENT 00500 – AGREEMENT (continued)

Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

- A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within 120 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within 150 calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion

DOCUMENT 00500 – AGREEMENT (continued)

and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

- 5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:
- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated

DOCUMENT 00500 – AGREEMENT (continued)

in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.

- E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:

1. This Agreement.
2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
3. Performance, Payment, and other Bonds.
4. General Conditions.
5. Supplementary Conditions.
6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: Masters Lift Station Elimination

DOCUMENT 00500 – AGREEMENT (continued)

8. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

8.04 SEVERABILITY:

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 FREEDOM OF INFORMATION ACT:

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 LIENS:

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

DOCUMENT 00500 – AGREEMENT (continued)

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor and Engineer. Two counterparts each has been delivered to The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR: KAJACS Contractors, Inc. CITY OF FAYETTEVILLE _____



By: RODGER WILLEAMS By: Lioneld Jordan

Title: VP Title: Mayor

(SEAL)

(SEAL)

Attest 

Attest _____

City of Fayetteville, Arkansas
Masters Lift Station Elimination

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

PO Box 969

POPLAR BLUFF MO 63902

License No. 0049950319

Agent for Service of process

(If Contractor is a corporation,
or LLC, attach evidence of authority to
sign.)

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

(attach evidence of authority to
sign and resolution or other documents
authorizing execution of Agreement)

Approved As to Form:

By: _____

Attorney For: _____

END OF DOCUMENT 00500



Construction - Masters Lift Station Elimination

Official Bid Tabulation
Lionel Jordan, Mayor

Dates of Advertisement: 11.07.2018
Issue Date: 11.14.2018

Bid No. 18-55
Date: 12.05.2018
Time: 2:00 PM

Number of Addendums: 1
Certified Bid Award: \$ 950,000.00
Max Award Amount: \$ 1,187,500.00

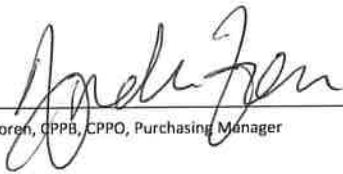
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Kajacs Contractors, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Performance and Payment Bond	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 60,000.00	\$ 60,000.00	\$ 50,000.00	\$ 50,000.00
2	Construction Erosion Control	LS	1	\$ 31,300.00	\$ 31,300.00	\$ 35,000.00	\$ 35,000.00	\$ 50,000.00	\$ 50,000.00
3	Clearing and Grubbing	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 185,000.00	\$ 185,000.00	\$ 140,000.00	\$ 140,000.00
4	Excavation and Trench Safety	LS	1	\$ 36,000.00	\$ 36,000.00	\$ 65,000.00	\$ 65,000.00	\$ 20,060.00	\$ 20,060.00
5	Access Drive including Geogrid Grass Pavers	LS	1	\$ 30,100.00	\$ 30,100.00	\$ 5,000.00	\$ 5,000.00	\$ 50,000.00	\$ 50,000.00
6	Sanitary Sewer Trenching & Backfilling 4' - 8'	LF	1,521	\$ 55.00	\$ 83,655.00	\$ 25.00	\$ 38,025.00	\$ 25.00	\$ 38,025.00
7	Sanitary Sewer Trenching & Backfilling 8' - 12'	LF	724	\$ 75.00	\$ 54,300.00	\$ 40.00	\$ 28,960.00	\$ 30.00	\$ 21,720.00
8	Sanitary Sewer Trenching & Backfilling 12' - 16'	LF	370	\$ 90.00	\$ 33,300.00	\$ 60.00	\$ 22,200.00	\$ 40.00	\$ 14,800.00
9	Sanitary Sewer Trenching & Backfilling 16' - 20'	LF	241	\$ 220.00	\$ 53,020.00	\$ 85.00	\$ 20,485.00	\$ 50.00	\$ 12,050.00
10	Sanitary Sewer Trenching & Backfilling 20' - 24'	LF	391	\$ 220.00	\$ 86,020.00	\$ 200.00	\$ 78,200.00	\$ 80.00	\$ 31,280.00
11	Sanitary Sewer Trenching & Backfilling Over 24'	LF	98	\$ 440.00	\$ 43,120.00	\$ 250.00	\$ 24,500.00	\$ 150.00	\$ 14,700.00
12	Rock Excavation (Trenches)	CY	750	\$ 250.00	\$ 187,500.00	\$ 0.01	\$ 7.50	\$ 140.00	\$ 105,000.00
13	Clay Trench Cutoffs	CY	20	\$ 25.00	\$ 500.00	\$ 250.00	\$ 5,000.00	\$ 290.00	\$ 5,800.00
14	8" PVC (SDR-26) Sewer Main w/Bedding, Marking Tape, and Tracer Wire	LF	2,330	\$ 190.00	\$ 442,700.00	\$ 85.00	\$ 198,050.00	\$ 45.00	\$ 104,850.00
15	8" Ductile (Class 350) Sewer Main w/ Epoxy Lining, Bedding, Marking Tape, and Tracer Wire	LF	1,120	\$ 290.00	\$ 324,800.00	\$ 125.00	\$ 140,000.00	\$ 85.00	\$ 95,200.00
16	4" Perforated Sch. 40 PVC French Drain w/Fittings, Bedding, and Geotextile Membrane	LF	1,450	\$ 28.00	\$ 40,600.00	\$ 30.00	\$ 43,500.00	\$ 14.00	\$ 20,300.00
17	16" Steel Encasement w/ Casing Spacers and End Seals	LF	105	\$ 800.00	\$ 84,000.00	\$ 600.00	\$ 63,000.00	\$ 800.00	\$ 84,000.00
18	Boring and Receiving Pits (Per Bore)	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 4,000.00	\$ 4,000.00	\$ 6,600.00	\$ 6,600.00
19	Hinged Manhole Frame and Cover	EA	13	\$ 600.00	\$ 7,800.00	\$ 675.00	\$ 8,775.00	\$ 750.00	\$ 9,750.00
20	Standard Depth for Manhole (0-6'), 4' Diameter	EA	10	\$ 5,000.00	\$ 50,000.00	\$ 4,800.00	\$ 48,000.00	\$ 2,700.00	\$ 27,000.00
21	Additional Depth for Manhole, 4' Diameter	VF	15	\$ 850.00	\$ 12,750.00	\$ 350.00	\$ 5,250.00	\$ 300.00	\$ 4,500.00
22	Standard Depth for Manhole (0-6'), 6' Diameter	EA	3	\$ 5,500.00	\$ 16,500.00	\$ 8,000.00	\$ 24,000.00	\$ 5,800.00	\$ 17,400.00
23	Additional Depth for Manhole, 6' Diameter	VF	38	\$ 1,250.00	\$ 47,500.00	\$ 650.00	\$ 24,700.00	\$ 410.00	\$ 15,580.00

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	Goins Enterprises, Inc.		Goodwin & Goodwin, Inc.		Kajacs Contractors, Inc.	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
24	Connect Sewer to Existing Manhole	EA	2	\$ 3,000.00	\$ 6,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,300.00	\$ 2,600.00
25	Concrete Gravity Sewer Pipe Anchor	EA	24	\$ 1,800.00	\$ 43,200.00	\$ 1,000.00	\$ 24,000.00	\$ 1,200.00	\$ 28,800.00
26	Tracer Wire Junction Box	EA	13	\$ 200.00	\$ 2,600.00	\$ 150.00	\$ 1,950.00	\$ 200.00	\$ 2,600.00
27	Demolish Existing Pump Station	LS	1	\$ 26,000.00	\$ 26,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00
28	Cut, Remove, and Replace Asphalt Drive including Concrete Deep Patch	SY	40	\$ 145.00	\$ 5,800.00	\$ 155.00	\$ 6,200.00	\$ 215.00	\$ 8,600.00
29	Compacted Class 7 Backfill (Trenches) in Asphalt Drives	CY	25	\$ 40.00	\$ 1,000.00	\$ 65.00	\$ 1,625.00	\$ 220.00	\$ 5,500.00
30	Remove and Reinstall Stone Wall	LF	30	\$ 1,100.00	\$ 33,000.00	\$ 6,000.00	\$ 180,000.00	\$ 210.00	\$ 6,300.00
31	Remove and Reinstall Stone Swale	LF	30	\$ 1,000.00	\$ 30,000.00	\$ 5,000.00	\$ 150,000.00	\$ 140.00	\$ 4,200.00
32	18" HDPE Flared End Section	EA	1	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00
33	Concrete Headwall for 4" Trench Drain	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,275.00	\$ 2,550.00	\$ 2,600.00	\$ 5,200.00
34	Rip Rap, Type 1	CY	10	\$ 35.00	\$ 350.00	\$ 150.00	\$ 1,500.00	\$ 215.00	\$ 2,150.00
35	Solid Sod	SY	4,000	\$ 5.00	\$ 20,000.00	\$ 8.00	\$ 32,000.00	\$ 7.00	\$ 28,000.00
36	Seeding, Fertilizing, and Mulching	SY	13,500	\$ 3.00	\$ 40,500.00	\$ 2.50	\$ 33,750.00	\$ 1.50	\$ 20,250.00
37	Sewer Pipeline Markers	EA	13	\$ 200.00	\$ 2,600.00	\$ 150.00	\$ 1,950.00	\$ 120.00	\$ 1,560.00
38	Post TV Inspection of New Sewer Main	LF	3,450	\$ 4.00	\$ 13,800.00	\$ 7.00	\$ 24,150.00	\$ 2.50	\$ 8,625.00
TOTAL BASE BID				\$	1,947,515.00	\$	1,600,827.50	\$	1,067,000.00

*Highlighting Notes Corrected Calculation Error

CERTIFIED:

Andrea Foren, CPPB, CPPO, Purchasing Manager



Witness, Les McGaugh



12.12.18

Date

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT:

Contract Name: Masters Lift Station Elimination
Bid 18-55 Construction

Date: 12/5/2018

Submitted to:

The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

SUBMITTED BY:

Company KAJACS Contractors, Inc.

Name Rodger Williams

Address PO BOX 969, Poplar Bluff, MO 63902

Principal Office 3026 Cravers Rd Poplar Bluff, MO 63901

Corporation, LLC, partnership, individual, joint
venture, other Corporation

Arkansas State General Contractor’s License Number
0049950319

For a Contractor to be considered as Qualified, the Contractor must satisfy all insurance, financial, and bonding requirements of the City of Fayetteville, and must have had at least five (5) years active experience under the current Contractor name in the installation of the product bid, including removal and replacement of sewer lines in-situ and parallel with bypass pumping. The Contractor shall have executed work for municipalities operating water/sewer facilities or water/sewer contracted construction operations with a minimum of three (3) projects exceeding five hundred thousand dollars (\$500,000) for sewer relocations to accommodate municipal and/or Arkansas State highway improvements. Work for developers and commercial site work will not be considered as permissible work experience. Acceptable documentation of these minimum installations must be submitted to the City of Fayetteville. In accordance with Arkansas Procurement Law, a Contractor may use the combined experience of its owners or senior executive staff to satisfy the experience requirement, or the combined amount of experience of the key personnel that will be responsible for satisfying the experience requirement.

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 25 years and has performed work of the nature and magnitude of this Contract for 25 years. Bidder has been in business under its present name for 25 years.

2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) ATTACHED

3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.) ATTACHED

4. Has Bidder ever failed to complete any project? If so, state when, where, and why. NO

5. Bidder normally performs the following work with his own forces:

ALL EXCEPT ELECTRICAL + SOME
BORES.

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

ATTACHED

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

Travelers

Casey Parisoff - Cornerstone

4400 College Blvd, Suite 350

Overland Park, KS 66211

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is: .70

FINANCIAL STATEMENT

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder’s latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.
 - d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
 - e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
 - f. Name of firm preparing financial statement and date thereof:

ATTACHED

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT: (CONTINUED)

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	_____	_____	\$ _____
b.	_____	_____	\$ _____

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: Dec 4th, 2018

(OFFICIAL SEAL)

Name of Organization:

KAJACS Contractors, Inc.

By Rodger Williams 

Title VP

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation or LLC, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

END OF DOCUMENT 00140

DOCUMENT 0400-BID FORM

Contract Name: Masters Lift Station Elimination
Bid Number: 18 - 55
BID TO: City of Fayetteville
Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701
BID FROM: KAJACS Contractors, Inc.

Bidder: Rodger Williams
PO Box 969
Poplar Bluff, MO 63902

ARTICLE 1- INTENT

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2- TERMS AND CONDITIONS

2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

DOCUMENT 0400-BID FORM (continued)

ARTICLE 3- BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

	<u>Number</u>	<u>Date</u>
	Addendum 1	Nov 16, 2018
	_____	_____
	_____	_____
	_____	_____

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bid Documents with respect to Underground Facilities at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations,

DOCUMENT 0400-BID FORM (continued)

investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

- F. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performing and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- K. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or

DOCUMENT 0400-BID FORM (continued)

induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.

ARTICLE 4- BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate items. Failure to provide deductive alternate pricing can result in bid rejection.

The City intends to award this contract to the lowest qualified responsive responsible bidder based on the total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

In the event no bid falls within the amount of funds certified for the project plus 25%, the City will utilize the deductive alternates in order to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of “mobilization” exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the Work in accordance with the Contract Documents for the following price(s):

DOCUMENT 0400-BID FORM (continued)

BID SCHEDULE 1					
ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
1	Performance and Payment Bond	1	LS	50,000.00	50,000.00
2	Construction Erosion Control	1	LS	50,000.00	50,000.00
3	Clearing and Grubbing	1	LS	140,000.00	140,000.00
4	Excavation and Trench Safety	1	LS	20,060.00	20,060.00
5	Access Drive including Geogrid Grass Pavers	1	LS	50,000.00	50,000.00
6	Sanitary Sewer Trenching & Backfilling 4' - 8'	1,521	LF	25.00	38,025.00
7	Sanitary Sewer Trenching & Backfilling 8' - 12'	724	LF	30.00	21,720.00
8	Sanitary Sewer Trenching & Backfilling 12' - 16'	370	LF	40.00	14,800.00
9	Sanitary Sewer Trenching & Backfilling 16' - 20'	241	LF	50.00 80.00	12,050.00 31,280.00
10	Sanitary Sewer Trenching & Backfilling 20' - 24'	391	LF	80.00	31,280.00
11	Sanitary Sewer Trenching & Backfilling Over 24'	98	LF	150.00	14,700.00
12	Rock Excavation (Trenches)	750	CY	140.00	105,000.00
13	Clay Trench Cutoffs	20	CY	290.00	5,800.00
14	8" PVC (SDR-26) Sewer Main w/Bedding, Marking Tape, and Tracer Wire	2,330	LF	45.00	104,850.00
15	8" Ductile (Class 350) Sewer Main w/Epoxy Lining, Bedding, Marking Tape, and Tracer Wire	1,120	LF	85.00	95,200.00
16	4" Perforated Sch. 40 PVC French Drain w/Fittings, Bedding, and Geotextile Membrane	1,450	LF	14.00	20,300.00
17	16" Steel Encasement w/ Casing Spacers and End Seals	105	LF	800.00	84,000.00
18	Boring and Receiving Pits (Per Bore)	1	EA	6,600.00	6,600.00
19	Hinged Manhole Frame and Cover	13	EA	750.00	9,750.00

City of Fayetteville, Arkansas
Masters Lift Station Elimination

DOCUMENT 0400-BID FORM (continued)

ITEM NO.	DESCRIPTION	UNIT	EST. QTY	UNIT PRICE	TOTAL
20	Standard Depth for Manhole (0-6'), 4' Diameter	10	EA	2,700.00	27,000.00
21	Additional Depth for Manhole, 4' Diameter	15	VF	300.00	4,500.00
22	Standard Depth for Manhole (0-6'), 6' Diameter	3	EA	5,800.00	17,400.00
23	Additional Depth for Manhole, 6' Diameter	38	VF	410.00	15,580.00
24	Connect Sewer to Existing Manhole	2	EA	1,300.00	2,600.00
25	Concrete Gravity Sewer Pipe Anchor	24	EA	1,200.00	28,800.00
26	Tracer Wire Junction Box	13	EA	200.00	2,600.00
27	Demolish Existing Pump Station	1	LS	3,000.00	3,000.00
28	Cut, Remove, and Replace Asphalt Drive including Concrete Deep Patch	40	SY	215.00	8,600.00
29	Compacted Class 7 Backfill (Trenches) in Asphalt Drives	25	CY	220.00	5,500.00
30	Remove and Reinstall Stone Wall	30	LF	210.00	6,300.00
31	Remove and Reinstall Stone Swale	30	LF	140.00	4,200.00
32	18" HDPE Flared End Section	1	EA	1,000.00	1,000.00
33	Concrete Headwall for 4" Trench Drain	2	EA	2,600.00	5,200.00
34	Rip Rap, Type 1	10	CY	215.00	2,150.00
35	Solid Sod	4,000	SY	7.00	28,000.00
36	Seeding, Fertilizing, and Mulching	13,500	SY	1.50	20,250.00
37	Sewer Pipeline Markers	13	EA	120.00	1,560.00
38	Post TV Inspection of New Sewer Main	3,450	LF	2.50	8,625.00

TOTAL AMOUNT BID (SCHEDULE 1)

1,067,000.00

One million, sixty-seven thousand dollars and zero cents

DOCUMENT 0400-BID FORM (continued)

The City intends to award to the lowest responsive responsible bidder based on the evaluation of the sum of Schedule 1.

ARTICLE 5- CONTRACT TIMES

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6- BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of a cashier's check from a financial institution located in the State of Arkansas or a Bid Bond and in the amount of 5% OF BID Dollars (\$ _____)
 - B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7- COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

Rodger Williams

Email rwilliams@kajacs.com
Phone No. 573-785-1745
Fax No. 573-785-6237

ARTICLE 8- TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

DOCUMENT 0400-BID FORM (continued)

ARTICLE 9- CONTRACTOR'S ASSURANCES AND EXECUTION/SIGNATURE

9.01 Contractor's Assurances.

As the authorized representative of the individual, incorporation, or corporation (hereinafter referred to as the company) bidding on or participating in the project, I certify that I have read and understand the requirements of the General and/or Supplemental Conditions and that the principles, agents and employees of the company will comply with these requirements including all relevant statutes and regulations issued pursuant thereto. I further certify as the authorized agent of the company that:

DOCUMENT 0400-BID FORM (continued)

EQUAL OPPORTUNITY I will comply with all requirements of 41 CFR Chapter 60 and Executive Orders 11246 and 11375, including inclusion of all required equal opportunity clauses in each sub-contract awarded in excess of \$10,000 and I will furnish a similar statement from each proposed subcontractor, when appropriate. I will also comply with all Equal Employment Opportunity requirements as defined by Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; and Section 13 of the Federal Water Pollution Control Act Amendments of 1972 regarding sex discrimination.

NONSEGREGATED FACILITIES The company that I represent does not and will not maintain any facilities provided for its employees in a segregated manner, or permit its employees to perform their services at any location under company control where segregated facilities are maintained; and that the company will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause.

LABOR STANDARDS I will comply with the Labor Standards Provisions contained in the Contract Documents and furnish weekly payrolls and certifications as may be required by the City of Fayetteville to affirm compliance. I will also require that weekly payrolls be submitted to the City of Fayetteville for all subcontracts in excess of \$2,000.

OSHA REQUIREMENTS I will comply with the Department of Labor Safety and Health Regulations promulgated under Section 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-333) in the performance of the contract.

DOCUMENT 0400-BID FORM (continued)

PROCUREMENT PROHIBITIONS As required by Executive Order 11738, Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, I certify that I will not procure goods and services from persons who have been convicted of violations of either law if the goods or services are to be produced by the facility that gave rise to the violation.

DEBARMENT AND SUSPENSION I certify that to the best of my knowledge and belief that the company that I represent and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.

DOCUMENT 0400-BID FORM (continued)

9.02 Execution/Signatures for Contractor Assurances above, Bid and Bid Form:

SUBMITTED on Dec. 5th, 2018.

Arkansas State Contractor License No. 0649950319.

If Bidder is:

An Individual

Name (type or printed): Rodger Williams
By: [Signature] (SEAL)
(Individual's Signature)

Doing business as: KAJACS Contractors, Inc.
Business address: P.O. Box 969 Poplar Bluff MO 63902
Phone No: 573-785-1745 Fax No. 573-785-6237
Email Address: rwilliams@kajacs.com

A Partnership

Partnership Name : _____ (SEAL)
By: _____
(Signature of general partner-attach evidence of authority to sign)

Name (type or printed): _____
Business address: _____
Phone No: _____ Fax No. _____
Email Address: _____

DOCUMENT 0400-BID FORM (continued)

A Corporation or Limited Liability Company (LLC)

Corporation Name : KAJACS Contractors, Inc. (SEAL)

State of Incorporation: MO

Type (General Business, Professional, Service, Limited Liability): CORP.

By: [Signature]

(Signature-attach evidence of authority to sign)

Name (type or printed): Rodger Williams

Title: VP

(CORPORATE SEAL)

Attest: [Signature]

(Signature of Corporate Secretary)

Business address: PO BOX 969

Poplar Bluff MO 63902

Phone No: 573-785-1745 Fax No. 573-785-6237

Email Address: mylynn@kajacs.com

City of Fayetteville, Arkansas
Masters Lift Station Elimination

DOCUMENT 00410 – BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

KAJACS Contractors, Inc.

1 Innwood Circle, Suite 210

Little Rock, AR 72211

as Principal, hereinafter called the Principal, and

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183

a corporation duly organized under the laws of the State of Connecticut as Surety,
hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Oblige, hereinafter called Owner, in the sum of ***FIVE PERCENT OF TOTAL
AMOUNT BID*** Dollars (\$ 5%), for the payment of which
sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

Masters Lift Station Elimination, Bid No. 18-55

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter
into a Contract with the Owner 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 Principal to enter such
Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not
to exceed the penalty hereof between the amount specified in said Bid and such larger amount for

City of Fayetteville, Arkansas
Masters Lift Station Elimination

DOCUMENT 00410 – BID BOND (continued)

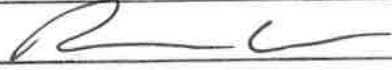
which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 5th day of December 2018.

PRINCIPAL

(CORPORATE SEAL)

KAJACS Contractors, Inc.

By 

RODGER WILLIAMS

SURETY

Travelers Casualty and Surety Company of America

By 

Casey M. Parisoff, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF DOCUMENT 00410



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Casey M. Parisoff**, of **Overland Park, Kansas**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of **February**, 2017.



State of Connecticut

City of Hartford ss.


By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, any Assistant Treasurer, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of December, 2018




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

DOCUMENT 00430 – LIST OF SUBCONTRACTORS


In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

Masters Lift Station Elimination

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	_____	_____
SWPPP/Erosion Control	_____	_____
Asphalt	APAC	_____
Concrete	APAC	_____
Manholes	Scurlock IPC	_____
Material Testing	Ark-Kon Testing	_____
Other (designate)	_____	_____

NOTE: This form must be submitted in accordance with the Instructions to Bidders.



Bidder's Signature

END OF DOCUMENT 00430

KAJACS Contractors, Inc.
Poplar Bluff, Missouri

FINANCIAL STATEMENTS
November 30, 2017

KAJACS Contractors, Inc.
Poplar Bluff, Missouri
November 30, 2017

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INDEPENDENT AUDITORS' REPORT

Board of Directors
KAJACS Contractors, Inc.
Poplar Bluff, Missouri

Report on the Financial Statements

We have audited the accompanying financial statements of KAJACS Contractors, Inc., (an S corporation), which comprise the balance sheet as of November 30, 2017, and the related statements of income, comprehensive income, stockholder's equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of KAJACS Contractors, Inc., as of November 30, 2017, and the results of its operations and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information presented in Schedules 1 through 5 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kraft, Miles & Tatum, LLC

Certified Public Accountants

February 27, 2018

KAJACS Contractors, Inc.

Balance Sheet

November 30, 2017

ASSETS

Current assets:	
Cash and cash equivalents	\$ 821,252
Accounts receivable:	
Current billings on contracts	1,774,883
Retainages on contracts	822,646
Related party	52,049
Costs of estimated earnings in excess of billings on uncompleted contracts (Note 4)	494,580
Prepaid expenses	<u>6,272</u>
Total current assets	<u>3,971,682</u>
Noncurrent assets:	
Property and equipment:	
Building and improvements	476,585
Equipment	5,275,770
Vehicles	537,122
Office equipment	<u>239,122</u>
	6,528,599
Less accumulated depreciation	<u>(4,631,873)</u>
Net property and equipment	<u>1,896,726</u>
Investments	<u>381,570</u>
Total assets	<u>\$ 6,249,978</u>

The accompanying notes are an integral part of these financial statements.

KAJACS Contractors, Inc.

Balance Sheet

November 30, 2017

LIABILITIES AND SHAREHOLDERS' EQUITY

Current liabilities:	
Accounts payable	\$ 1,911,739
Billings in excess of costs and estimated earnings on uncompleted contracts (Note 4)	291,317
Current maturities of long-term debt (Note 6)	559,843
Accrued wages	59,703
Accrued expenses	85,660
Total current liabilities	<u>2,908,262</u>
Long-term liabilities:	
Long-term debt (Note 6)	2,539,289
Less current maturities	<u>(559,843)</u>
Total long-term liabilities	<u>1,979,446</u>
Total liabilities	<u>4,887,708</u>
Shareholders' equity:	
Common stock - \$10 par value; 3,000 shares authorized, 2,200 shares issued and outstanding	22,000
Additional paid in capital	825,647
Retained earnings	409,478
Accumulated other comprehensive income	105,145
Total shareholders' equity	<u>1,362,270</u>
Total liabilities and shareholders' equity	<u>\$ 6,249,978</u>

The accompanying notes are an integral part of these financial statements.

KAJACS Contractors, Inc.
Statement of Income
For the Year Ended November 30, 2017

Contract revenues earned	\$ 18,314,592
Contract costs	<u>16,304,827</u>
Gross profit	2,009,765
General and administrative expenses	<u>1,494,289</u>
Net income from operations	515,476
Other income and (expense):	
Interest expense	(131,816)
Investment and interest income	11,687
(Loss) on disposal of property, plant, and equipment	(8,070)
Miscellaneous	<u>340</u>
Total other income and (expense)	<u>(127,859)</u>
Net income	<u><u>\$ 387,617</u></u>

The accompanying notes are an integral part of these financial statements.

KAJACS Contractors, Inc.
Statement of Comprehensive Income
For the Year Ended November 30, 2017

Net income	\$ 387,617
Other comprehensive income	
Unrealized gain on investments	<u>29,340</u>
Comprehensive income	<u><u>\$ 416,957</u></u>

The accompanying notes are an integral part of these financial statements.

KAJACS Contractors, Inc.
Schedule of Stockholder's Equity
Year Ended November 30, 2017

	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
	Shares	Amount				
Balance - November 30, 2016	2,200	\$ 22,000	825,647	750,390	75,805	1,673,842
Net income	-	-	-	387,617	-	387,617
Distributions	-	-	-	(728,529)	-	(728,529)
Comprehensive Income	-	-	-	-	29,340	29,340
Net change in unrealized gain on investments	-	-	-	-	-	-
Balance - November 30, 2017	2,200	\$ 22,000	825,647	409,478	105,145	1,362,270

See Independent Auditors' Report

KAJACS Contractors, Inc.
Statement of Cash Flows
For the Year Ended November 30, 2017

Cash flows from operating activities:	
Net income	\$ 387,617
Adjustments to reconcile net income to cash provided by operating activities:	
Depreciation	362,163
Gain on disposition of property and equipment	8,070
(Increase) decrease in:	
Accounts receivable	(113,367)
Retainage receivable	61,624
Employee advances	5,619
Affiliates receivable	223,674
Costs and estimated earnings in excess of billings	(229,692)
Increase (decrease) in:	
Accounts payable	(440,030)
Accrued payroll	59,700
Billings in excess of costs and estimated earnings	(13,361)
Accrued expenses	(173,861)
Net cash provided by operating activities	<u>138,156</u>
Cash flows from investing activities:	
Purchases of property and equipment	(613,322)
Proceeds on disposal of property and equipment	25,931
Purchase of investments	(9,163)
Net cash used in investing activities	<u>(596,554)</u>
Cash flows from financing activities:	
Proceeds from long-term debt	2,381,319
Payments on long-term debt	(1,050,638)
Net proceeds on bank line of credit	750,520
Payments on bank line of credit	(1,869,722)
Distributions to stockholder	(728,529)
Net cash used in financing activities	<u>(517,050)</u>
Net decrease in cash and cash equivalents	(975,448)
Cash, beginning of year	<u>1,796,700</u>
Cash, end of year	<u>\$ 821,252</u>
Supplemental disclosures:	
Cash paid during the year for:	
Interest	<u>\$ 131,816</u>
Non-cash financing activities:	
Stockholder distributions of affiliates receivable	<u>\$ 223,674</u>

The accompanying notes are an integral part of these financial statements.

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Company's Business and operating cycle

KAJACS Contractors, Inc., (the Company) operates a heavy general contractor specializing in municipal and utility constructions projects. Work is performed under the cost-plus-fee contracts, fixed-price contracts, and fixed-price contracts modified by incentive and penalty provisions. The length of the Company's contracts varies, but is typically one year or less. Contract work is performed principally within the Company's immediate geographic area which includes Missouri, Alabama, Arkansas, Mississippi, and Tennessee.

B. Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

C. Revenue and Cost Recognition

Revenues from fixed-price contracts, fixed-price contracts modified by penalty provisions, and cost-plus-fee contracts are recognized on the percentage-of-completion method, measured by the percentage of costs incurred to date to estimated total costs for each contract. This method is used because management considers expended costs to be the best available measure of progress on these contracts. Because of inherent uncertainties in estimating costs and revenues, it is at least reasonably possible that the estimates used will change.

Contract costs include all direct material, subcontractors, labor costs, and equipment costs and those indirect costs related to contract performance. Selling, general and administrative costs are charged to expense as incurred. Provisions for estimated losses on uncompleted contracts are made in the period in which such losses are determined. Changes in job performance, job conditions, and estimated profitability may result in revisions to costs and income recognized in the period in which the revenues are determined.

Changes in estimated job profitability resulting from job performance, job conditions, contract penalty provisions, claims, change orders, and settlements are accounted for as changes in estimates in the current period. Profit incentives are included in revenues when their realization is reasonably assured. Claims are included in revenues when realization is probable and the amount can be reasonably estimated.

The asset, "Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts," represents revenues recognized in excess of amounts billed. The liability, "Billings in Excess of Costs and Estimated Earnings on Uncompleted Contracts," represents billings in excess of revenues recognized.

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

D. Concentration of Credit Risk

Contract revenues from three contracts in 2017 represented approximately 59% of total contract revenues for the year ended November 30, 2017. The contract accounts receivable from these contracts were \$656,050 as of November 30, 2017.

The Company's credit risk with respect to cash and cash equivalents relates to deposits in excess of Federal Deposit Insurance Corporation (FDIC) insurance guarantees. The deposits in excess of FDIC insurance guarantees is covered by collateral held by the Company's agent in the Company's name.

E. Cash and Cash Equivalents

The Company treats highly liquid short-term investments with a maturity of three months or less as cash equivalents. At times, cash balances may be in excess of the FDIC insurance limits.

F. Accounts Receivable - Contracts

Contract receivables have been adjusted for all known uncollectible amounts. An allowance for doubtful accounts has not been established as the amount is considered immaterial. The company grants credit to customers, substantially all of whom are state agencies, municipalities, local contractors, and owners. The Company does not require any collateral to secure its contract receivables. Payment is generally required 30 days after receipt of an invoice, except retainage, which is due upon completion of their contract. All invoices are considered late after their agreed upon terms based upon their contract. Accounts past due more than 90 days, except retaking, are individually analyzed for collectability. When all collection efforts have been exhausted, the account is written off.

Contract receivables amounted to \$1,774,883 and retainage receivables totaled \$822,646 for the year ended November 30, 2017.

G. Investments

The Company's investments are accounted for as available-for-sale. Investment securities available-for-sale, consisting of securities not classified as trading securities or as securities to be held to maturity, are reported at fair value. Unrealized holding gains and losses on securities available-for-sale are reported as comprehensive income as a net amount in a separate component of stockholder's equity until realized. Gains and losses on the sale of securities available-for-sale are determined using the specific-identification method.

H. Property and equipment

Property and equipment is carried at cost and depreciation is provided principally using straight line method over the estimated useful lives of the asset. The estimated useful lives are as follows:

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

Building and Improvements	7 to 30 years
Equipment	7 years
Vehicles and Office Equipment	5 years

Depreciation is charged to construction costs if related to contracting activities; otherwise it is charged to general and administrative expenses. Depreciation expense for the year ended November 30, 2017, totaled \$362,163.

I. Fair Value Measurements

The Company categorizes its assets and liabilities measured at fair value into a three-level hierarchy based on the priority of the inputs to the valuation technique used to determine fair value. The fair value hierarchy gives the highest priority to quoted prices in active markets for identical assets or liabilities (Level 1) and the lowest priority to unobservable inputs (Level 3). If the inputs used to the determination of the fair value measurement fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement. Assets and liabilities valued at fair value are categorized based on the inputs to the valuation technique as follows:

Level 1 - Inputs that utilize quotes prices (unadjusted) in active markets for identical assets or liabilities that an entity has the ability to access.

Level 2 - Inputs that include quoted prices for similar assets and liabilities in active markets and inputs that are observable for the asset or liability, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 - Inputs that are unobservable for the asset or liability, which are typically based on an entity's own assumptions, as there is little, if any, related market activity.

Subsequent to initial recognition, the Company may remeasure the carrying value of assets and liabilities measure on a nonrecurring basis to fair value. Adjustments to fair value usually result when certain assets are impaired. Such assets are written down from their carrying amounts to their fair value.

J. Income Taxes

The Company and its shareholder elected to be subject to the S corporation provisions of the Internal Revenue Code. Accordingly, all income or losses and applicable tax credits are reported on the shareholder's individual income tax returns.

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

K. Subsequent Events

In preparing these financial statements, the Company has evaluated events and transactions for the potential recognition or disclosure through February 27, 2018, the date the financial statements were available to be issued.

NOTE 2 - FAIR VALUE MEASUREMENTS

The Company uses fair value measurements to record fair value adjustments to certain assets and liabilities and to determine fair value disclosures. For additional information on how the Company measures fair value refer to Note 1 - Summary of Significant Accounting Policies. The following table presents the fair value hierarchy for those assets and liabilities of the Company measured at fair value on a recurring basis as of November 30:

	Level 1	Level 2	Level 3	Total
Assets:				
Securities Available-For Sale	\$ 381,570	-	-	381,570
Total	\$ 381,570	-	-	381,570

Securities available-for-sale are recorded at fair value on a recurring basis. Fair value measurements is based upon quoted prices. Marketable securities valued using Level 1 inputs include those traded on an active exchange, such as the New York Stock Exchange.

NOTE 3 - INVESTMENT SECURITIES AND OTHER COMPREHENSIVE INCOME

The carrying amounts of investment securities as shown in the accompanying balance sheets and their approximate fair values at November 30, 2017 are as follows:

	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
<u>Securities Available-for-Sale</u>				
Equities and Mutual Funds	\$ 276,425	105,145	-	381,570
Total	\$ 276,425	105,145	-	381,570

The Company, if needed, has the ability and intent to hold any investments with gross unrealized losses for a reasonable amount of time sufficient for a forecasted market price recovery. Therefore, the Company does not consider these investments to be other-than temporarily impaired.

The determination of other comprehensive income for the year ended November 30, 2017 is as follows:

Unrealized Gain on Securities Available-for-Sale	<u>\$ 105,145</u>
--	-------------------

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

NOTE 4 - COSTS, ESTIMATED EARNINGS, AND BILLINGS ON CONTRACTS IN PROGRESS

Costs incurred on uncompleted projects	\$ 10,805,913
Estimated gross profit	<u>943,148</u>
Contract revenues earned	11,749,061
Less: Billings to date	<u>11,545,798</u>
Total	<u><u>\$ 203,263</u></u>

Reported in the accompanying balance sheet as follows:

Costs and estimated earnings in excess of billings on uncompleted contracts	\$ 494,580
Billings in excess of costs and estimated earnings on uncompleted contracts	<u>(291,317)</u>
Total	<u><u>\$ 203,263</u></u>

NOTE 5 - BANK LINE OF CREDIT

At November 30, 2017, the Company has one line of credit agreement with a bank that provided for a total borrowing limit of \$2,000,520. Interest on the outstanding draws accrue at rates 4.75% and is paid monthly. Any outstanding draws on the lines are due at maturity. The loan matures January 2019. The note is secured by property and equipment and the unlimited guarantees of the sole shareholder. Outstanding draws total \$0 at November 30, 2017.

NOTE 6 - LONG-TERM DEBT

Long-term debt consisted of the following notes payable at November 30, 2017:

Note payable to a bank, collateralized by property, equipment, inventory and accounts receivable due in monthly installments of \$10,440 including interest of 5.00% through November 2021.	\$ 452,182
Note payable to a bank, collateralized by equipment due in monthly installments of \$535 including interest of 5.00% through September 2021.	22,330
Note payable to a bank, collateralized by property, equipment, inventory and accounts receivable due in monthly installments of \$28,352 including interest of 5.00% through December 2022.	1,519,498

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

Other note payable to a finance company, collateralized by equipment due in monthly installments of \$280 including interest of 6.00% through March 2018.	3,529
Note payable to a bank, collateralized by equipment due in monthly installments of \$3,613 including interest of 5.25% through February 2021.	129,255
Note payable to a bank, collateralized by equipment due in monthly installments of \$3,058 including interest of 5.25% through February 2020.	77,541
Note payable to a bank, collateralized by equipment due in monthly installments of \$2,198 including interest of 5.50% through April 2021.	82,706
Note payable to a bank, collateralized by equipment due in monthly installments of \$3,678 including interest of 5.50% through June 2019.	66,601
Note payable to a bank, collateralized by equipment due in monthly installments of \$777 including interest of 5.50% through July 2022.	38,246
Note payable to a bank, collateralized by equipment due in monthly installments of \$3,482 including interest of 5.25% through April 2021.	147,401
Total	<u><u>\$ 2,539,289</u></u>

Annual maturity requirements on long-term debt for the next five years as of November 30, 2017 are as follows:

<u>Year Ending November 30,</u>	<u>Amount</u>
2018	\$ 559,843
2019	567,396
2020	542,418
2021	508,912
2022	334,776

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

NOTE 7 - OPERATING LEASE AGREEMENTS

The Company leases various vehicles and equipment under operating leases, including related party rents disclosed in Note 10. For the year ended November 30, 2017, rent expense on these items totaled \$820,708 and is included in contract costs and operating expenses in the statement of income.

Future minimum lease payments are as follows as of November 30, 2017:

<u>Year Ending November 30,</u>	<u>Amount</u>
2018	\$ 1,380,431
2019	1,298,202
2020	704,338
2021	637,913
2022	557,067

NOTE 8 - FEDERAL INCOME TAXES

Taxable income is reported on the federal income tax returns of the individual shareholders. Accordingly, no provision has been made for federal income tax in the accompanying financial statements.

The taxable income/loss is passed through to the shareholder at November 30, 2017. For the year ended November 30, 2017, the company distributed \$728,529 to its shareholder. Subsequent to year-end, management has plans for additional distributions of \$0 based on the earnings recognized during the period ended November 30, 2017.

Because of various timing differences, income is recognized in different periods for tax-reporting purposes than for financial statement purposes. The deferred taxable income and resulting deferred taxes that would have been recognized if the Company were not considered a pass-through entity are comprised of the following:

	<u>Timing Differences</u>	<u>Deferred Taxes</u>
Differences in depreciation methods	<u>\$ 313,263</u>	<u>92,065</u>
Total	<u>\$ 313,263</u>	<u>92,065</u>

KAJACS Contractors, Inc.
Notes to Financial Statements
For the Year Ended November 30, 2017

NOTE 9 - RELATED PARTY TRANSACTIONS

The Company leases property and equipment from a partnership, as needed on a job-by-job basis, the partner of which is the sole shareholder of the Company. Total lease payments amounted to \$445,300 for the year ended November 30, 2017, and are included as "Contract Costs" in the statement of income.

At November 30, 2017, the Company had a payable of \$41,235 to this Company for the purchase of supplies. These amounts are included in the balance sheet and in the accounts receivable and accounts payable, respectively. The Company also purchased materials and supplies from this Company in the amount of \$217,830 for the year ended November 30, 2017.

Management does not consider these companies to be variable interest entities. The Company is not the primary beneficiary of the entities and/or the entities have sufficient capital to absorb any future losses. Therefore, the Company does not consolidate the accounts of the entities with the Company.

The Company has a receivable from a related party of \$52,049 with no interest, due on demand, for the year ended November 30, 2017. Collection is fully expected within a year and accordingly, is presented as a current asset.

NOTE 10 - PENSION AND PROFIT SHARING PLAN

The Company adopted a 401(k) pension and profit sharing plan effective May 1, 1999. Employees may participate in the plan after completing a certain age and employment requirements. Qualified participants may elect to defer a percentage of their compensation. Discretionary matching contributions may be made by the Company and may not exceed the lesser of 5% of the participants compensation or an amount equal to the difference between the maximum allowable 401(k) contribution for the employee and the amount of compensation deferred by the employee.

Additionally, the Company may elect to contribute a lump-sum discretionary amount to the plan which is allocated to all eligible participants.

Contributions were made in the amounts of \$47,326 to the plan for the year ended November 30, 2017.

KAJACS Contractors, Inc.
Summary of Earnings From Contracts
Year Ended November 30, 2017

	<u>Construction Revenue</u>	<u>Contract Costs</u>	<u>Gross Profit (Loss)</u>
Completed contracts (Schedule 2)	\$ 6,509,417	6,353,243	156,174
Contracts in progress (Schedule 3)	11,749,061	10,805,913	943,148
Over allocated equipment costs (Schedule 5)	-	(720,472)	720,472
Prior year contract adjustments	<u>56,114</u>	<u>(133,857)</u>	<u>189,971</u>
Totals	<u>\$ 18,314,592</u>	<u>16,304,827</u>	<u>2,009,765</u>

See Independent Auditors' Report

KAJACS Contractors, Inc.
 Completed Contracts
 November 30, 2017

Contract Description	Total Contract			Prior Years			Year Ended November 30, 2017		
	Contract Price	Total Costs	Gross Profit	Revenues Earned	Costs	Gross Profit	Revenues Earned	Costs	Gross Profit
Miner, MO - Water Main Improvement	\$ 438,739	422,587	16,152	428,958	421,158	7,800	9,781	1,429	8,352
Fort Smith, AR - Pump Stations	1,405,868	1,307,528	98,340	1,273,385	1,098,618	174,767	132,483	208,910	(76,427)
Houston, MS - Water Improvement	1,526,300	1,508,375	17,925	1,361,860	1,255,585	106,275	164,440	252,790	(88,350)
Bloomfield, MO - Water Improvement	3,783,244	3,615,649	167,595	2,035,719	1,860,417	175,302	1,747,525	1,755,232	(7,707)
Benton Washington - #1 & #2	6,000,352	5,665,889	334,463	5,339,496	4,805,146	534,350	660,856	860,743	(199,887)
White Oak, AR - Sewer Interceptor	4,565,701	4,106,903	458,798	2,171,895	1,980,051	191,844	2,393,806	2,126,852	266,954
Van Buren, AR - Prospect Water	807,241	725,919	81,322	11,479	10,279	1,200	795,762	715,640	80,122
CAW - 36" Concrete Main Replacement	311,450	270,663	40,787	-	-	-	311,450	270,663	40,787
Butler Co. Drainage District #7 (2017)	185,854	145,876	39,978	-	-	-	185,854	145,876	39,978
Misc Small Jobs Under \$50,000	107,460	15,108	92,352	-	-	-	107,460	15,108	92,352
Total	\$19,132,209	17,784,497	1,347,712	12,622,792	11,431,254	1,191,538	6,509,417	6,353,243	156,174

KAJACS Contractors, Inc.
 Contracts in Progress
 November 30, 2017

Contract Description	Contract Totals						Year Ended November 30, 2017						Backlog		
	Contract Price	Estimated Gross Profit	Total Estimated Cost	Revenues Earned	Total Costs To Date	Gross Profit To Date	Billed To Date	Costs in Excess	Billings in Excess	Revenues Earned	Const. Costs	Gross Profit	Revenue	Costs	Gross Profit
Birch Tree, MO - Drinking Water Distribution	\$ 2,131,110	297,617	1,833,493	2,071,013	1,781,864	289,149	2,073,908	-	2,895	2,071,013	1,781,864	289,149	60,097	51,629	8,468
Endora, AR - Water Line Replacement	2,731,919	273,192	2,458,727	2,080,903	1,872,896	208,007	2,031,070	49,833	-	2,080,903	1,872,896	208,007	651,016	585,831	65,185
Ripley, MS - Phase I	1,757,225	215,723	1,541,502	1,035,708	908,488	127,220	1,249,404	-	213,696	1,035,708	908,488	127,220	721,517	633,014	88,503
Lake Village, AR - Corp of Engineers	5,450,000	545,000	4,905,000	73,575	66,442	7,133	-	73,575	-	73,575	66,442	7,133	5,376,425	4,838,558	537,867
Counts Massey Sewer Extension	692,500	69,250	623,250	243,206	218,906	24,300	317,932	-	74,726	243,206	218,906	24,300	449,294	404,344	44,950
CAW - 30" Maumelle	6,180,160	279,217	5,900,943	6,157,911	5,879,422	278,489	5,873,484	284,427	-	6,157,911	5,879,422	278,489	22,249	21,521	728
Ripley, MS - Phase II	7,775,000	777,500	6,997,500	63,755	57,219	6,536	-	63,755	-	63,755	57,219	6,536	7,711,245	6,940,281	770,964
Alton, MO - Water Improvement	2,322,255	232,226	2,090,029	22,990	20,676	2,314	-	22,990	-	22,990	20,676	2,314	2,299,265	2,069,353	229,912
Totals	\$29,040,169	2,689,725	26,350,444	11,749,061	10,805,913	943,148	11,545,798	494,580	291,317	11,749,061	10,805,913	943,148	17,291,108	15,544,531	1,746,577

See Independent Auditors' Report

KAJACS Contractors, Inc.
Schedule of General and Administrative Expenses
For the Year Ended November 30, 2017

Advertising	\$ 18,316
Auto and truck	20,384
Contributions	1,334
Dues and subscriptions	61,588
Insurance	5,050
Insurance - officer's life	272
Office expenses	285,353
Payroll burden	68,726
Plans	10,231
Professional fees	89,853
Rent - building	19,859
Repairs and maintenance	22,487
Salaries	500,133
Taxes and licenses	234,698
Telephone	34,243
Travel and entertainment	<u>121,762</u>
 Total general and administrative expenses	 <u><u>\$ 1,494,289</u></u>

See Independent Auditors' Report

KAJACS Contractors, Inc.
 Summary of Indirect Construction Costs
 For the Year Ended November 30, 2017

Salaries and payroll benefits:	
Vacation pay	\$ 26,803
Employee bonuses	68,572
Employee benefits	<u>212,633</u>
	308,008
Allocation of payroll costs	<u> -</u>
	<u>308,008</u>
Construction equipment costs:	
Rental equipment, net of subleases	820,708
Repairs and maintenance	134,848
Depreciation	362,163
Insurance - general	66,583
Small tools and supplies	3,514
Shop labor and burden	224,608
Other shop expenses	<u>140,040</u>
	1,752,464
Allocation of equipment costs	<u>(2,780,944)</u>
	<u>(1,028,480)</u>
Under (over) allocated costs	<u>\$ (720,472)</u>

Bid 18-55, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday November 16, 2018

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 18-55, Construction – Master’s Lift Station Elimination

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Attached is the Engineer of Record’s Addendum 1.
2. The City held a non-mandatory pre-bid meeting on Wednesday November 14, 2018 at 10:00 AM. The sign in sheet for that meeting is included in Addendum 1.

State of Arkansas
Commercial Contractors Licensing Board

KAJACS CONTRACTORS, INC., D/B/A SEMPIPE
PO BOX 969
POPLAR BLUFF, MO 63902

KAJACS CONTRACTORS, INC., D/B/A SEMPIPE

This is to Certify That

_____ is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

- BUILDING
- (COMMERCIAL & RESIDENTIAL)
- HIGHWAY, RAILROAD, AIRPORT
- CONSTRUCTION
- MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from March 9, 2018 until March 31, 2019 when this Certificate expires.

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Michelle [Signature]

SECRETARY

March 9, 2018 - sh

Missouri Laws 34.076 – Out-of-state contractors or products for public works, requirements, exceptions

34.076. 1. To the extent permitted by federal laws and regulations, whenever the state of Missouri, or any department, agency or institution thereof or any political subdivision shall let for bid any contract to a contractor for any public works or product, the contractor or bidder domiciled outside the boundaries of the state of Missouri shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor or bidder domiciled in Missouri as would be required for such a Missouri domiciled contractor or bidder to succeed over the bidding contractor or bidder domiciled outside Missouri on a like contract or bid being let in the person's domiciliary state and, further, the contractor or bidder domiciled outside the boundaries of Missouri shall be required to submit an audited financial statement as would be required of a Missouri domiciled contractor or bidder on a like contract or bid being let in the domiciliary state of that contractor or bidder.

Terms Used In Missouri Laws 34.076

- **department:** as used in this chapter shall be deemed to mean department, office, board, commission, bureau, institution, or any other agency of the state, except the legislative and judicial departments. See [Missouri Laws 34.010](#)
- **person:** may extend and be applied to bodies politic and corporate, and to partnerships and other unincorporated associations. See [Missouri Laws 1.020](#)
- **State:** when applied to any of the United States, includes the District of Columbia and the territories, and the words "United States" includes such district and territories. See [Missouri Laws 1.020](#)

2. Subsection 1 of this section shall not apply to any contractor who is qualified for bidding purposes with the department of transportation and

submits a successful bid wherein part of or all funds are furnished by the United States.

3. Subsection 1 of this section shall not apply to any public works or product transportation where the bid is less than five thousand dollars.

(L. 1983 H.B. 22 § 2, A.L. 1995 H.B. 562)



LIBERT ROSEMAN
Secretary of State

This is not an official certificate of good standing.

Name History

Name	Name Type
KAJACS CONTRACTORS, INC.	Legal

Business Information

Business Type:	Profit Corporation
Business ID:	667512
Status:	Good Standing
Effective Date:	02/26/1999
State of Incorporation:	MO
Principal Office Address:	3026 Cravens Road Poplar Bluff, MO 63901

Registered Agent

Name
NATIONAL REGISTERED AGENTS INC
645 Lakeland East Dr., Ste. 101
Flowood, MS 39232

Officers & Directors

Name	Title
Michael Persons PO Box 969 Poplar Bluff, MO 63902	Director, President
Aron Persons PO Box 969 Poplar Bluff, MS 63901	Vice President
MyLynn Gargac PO Box 969 Poplar Bluff, MS 63902	Secretary

THE SCOTT LAW GROUP LLC

Attorneys at Law

357 North Main Street, Post Office Box 1288

Poplar Bluff, Missouri 63901

L. Joe Scott

John F. Scott

D. Keith French

Kendra Brinkley Scott

Phone

573-785-4688

FAX

573-785-3197

August 16, 2013

Ms. Sheila Calvert
KAJACS Contractors, Inc
3026 Cravens Road
Poplar Bluff, Missouri

RE: Missouri Preference Law for Domiciled Contractors

Dear Sheila:

Per your request I am providing this opinion relating to Missouri Statute Section 34.076 as it relates to bidding by resident and nonresident contractors. That section requires a successful bidder domiciled outside Missouri to submit a bid at the same percent less than the lowest bid submitted by a bidder domiciled in Missouri as would be required for a bidder domiciled in Missouri to prevail over a bidder domiciled outside Missouri on a like contract or bid being let in that bidder's domiciliary state. Additionally, a bidder domiciled outside of Missouri must submit an audited financial statement as would be required in that bidder's state of domiciliary if a Missouri bidder was submitting a bid in that state.

Essentially, if a Missouri bidder would be required to meet any of these conditions in the state of another bidder, then that bidder would have to meet these conditions to be successful in Missouri.

Of course, the preference statute is limited to the extent it is permitted by federal laws and regulations. It specifically does not apply to any contractor who is qualified for bidding purposes with the department of transportation and submits a successful bid wherein part or all of the funds are furnished by the United States. Additionally the preference law does not apply to any public works or transportation project where the bid is less than five thousand dollars.

MICHAEL F. PERSONS

10104 Oak Lane
Poplar Bluff, MO 63901
(573) 686-1712

Education:

Graduated Poplar Bluff High School, Poplar Bluff, Missouri 1974

Construction Experience (most recent to earliest):

KAJACS Contractors, Inc., President, 1994 to present. Responsible for all operations of a general contracting company, from bidding jobs to completion of all work in a timely, accurate, and efficient manner. Jobs consist of water/sewer lines, water/sewer treatment plants, and all types of commercial building. Responsible for hiring/firing of all managers and superintendents. Control all financial decisions for the company. Locate and bid all jobs, as well as oversee successful completion of jobs. Responsible for all equipment purchases. Hold final authority on all decisions made for the company. Member of Board of Directors holding final authority on corporate decisions.

Self employed Boring Contractor, June 1993 - November 1993, Self employed boring contractor. Contracted for completion of all types of boring projects. Responsible for obtaining boring jobs of all sizes, then successfully completed them. Purchased equipment and made all financial decisions relevant to operations.

Robertson, Inc. Project Manager, October 1986 to June 1993. Responsible for obtaining and managing all types of underground utility projects. Duties included locating and bidding jobs, hiring personnel, and managing the job from beginning to end including purchasing necessary materials. Also trained backhoe and dozer operators and laborers.

Brauson Contractors, Project manager, May 1974 to October 1986. Projects I managed included mainline sewer, city sewer and rehabilitation projects, mainline water distribution projects, in-town water projects, cross-country water projects, wetland rehabilitation projects, water and wastewater projects, state highway projects, street & drainage projects, stormwater projects, and bridges. Responsible for completion of these projects as well as personnel involved with them.

ARON MICHAEL PERSONS

205 Kaylee Circle, Poplar Bluff, MO 63901 | 501.772.7149 | apersons@kajacs.com

SUMMARY

To reach the highest standard possible in the construction industry. As a manager, my goal is to be efficient, effective, and organizational leader to whom I'm affiliated with.

EXPERIENCE

- June 1994 to
December 2004 Laborer, *KAJACS Contractors, Inc., Poplar Bluff, Missouri*
- Affiliated with various projects including public water systems, highways, bridges, sanitary systems, and treatment facilities.
- December 2004 to
Present Project Manager/Estimator, *KAJACS Contractors, Inc., Poplar Bluff, MO 63901*
- Involved in construction project management and project estimating.

EDUCATION

- 2004 Bachelor of Science in Civil Engineering, *University of Science & Technology, Rolla, MO.*

PROFESSIONAL AFFILIATIONS

- ASCE – American Society of Civil Engineers
- AGC – Associated General Contractors of America

REFERENCES

- Mike Persons - President, *KAJACS Contractors, Inc.*
573.785.1745
3026 Cravens Road, Poplar Bluff, MO. 63901

RODGER G. WILLIAMS II, P.E.**SUMMARY**

Eight years of professional experience in civil engineering design and seven years of construction management and project estimating. Broad range of project experience includes: water treatment, supply, distribution, and storage design; wastewater collection, pumping, and treatment design; wastewater disinfection; site development and planning; traffic design including, streets, roads, and bridges; preliminary engineering reports for various projects; construction inspection of various projects; airport ramp, runway and taxiway and fuel facilities. Experienced in project and construction management, contract administration, and cost control on projects with engineering and construction costs over \$5 million. Experienced in MDNR, NPDES, 404 and other permitting.

EDUCATION

Arkansas State University, B.S. Civil Engineering, 2002
Twin Rivers High School, Broseley, Missouri, 1995

EMPLOYMENT HISTORY

KAJACS Contractors, Inc., Vice President, Project Manager/Estimator, 2010 to present
S.H. Smith & Company, Project Manager/ Project Engineer/Construction Inspector, 2002 to 2010
Associated Engineering and Testing, Laboratory Technician/Inspector, Summer 2001
S.H. Smith & Company, Laboratory Technician, 1998-2000

LICENSES, REGISTRATION, AND CERTIFICATION

Registered Professional Engineer: Missouri (2007002855)
OSHA 10 and 30 hour certified
Contractor's License Qualifying agent in AR, AL, MS, LA & TN
Competent Person Certification
ACI Certified Concrete Field Testing Technician
Nuclear Gauge Safety Training Course

AFFILIATIONS

American Society of Civil Engineers (ASCE): Associate Member
National Society of Professional Engineers (NSPE): Member
Missouri Society of Professional Engineers (MSPE): Member

PROFESSIONAL EXPERIENCE

September 2010 to Present: **Vice President; Project Manager / Estimator**
KAJACS Contractors, Inc., Poplar Bluff, Missouri

Construction project management and project estimating.

May 2002 to September 2010: *Project Manager*

S.H. Smith & Company, Consulting Engineers, Poplar Bluff, Missouri

Responsible for client contact and supervision of project engineers in the design of municipal water and wastewater treatment facilities, commercial and residential developments and airport improvements.

Offices in
Little Rock, AR
and Poplar Bluff, MO



PO Box 969
Poplar Bluff, MO 63902
573-785-1745
(Fax) 573-785-6237
www.kajacs.com

CURT CARINGER
627 RADCLIFF LANE
POPLAR BLUFF MO 63901
573-686-6384

EDUCATION:

Graduate of Poplar Bluff High School, 1985
Poplar Bluff, Missouri

EXPERIENCE:

January 2005-Present
Employed by KAJACS Contractors, Inc., Poplar Bluff, Missouri.

July 2003-January 2005
Employed by Hill-Huffman Construction & Engineering, LLC, Poplar Bluff, Missouri.

Project Superintendent:

Upper Camp Creek, Hernando, Mississippi.

Afton Development, Corinth, Mississippi.

Karla Street Sewer Improvements, Licking, Missouri

Wayne & Butler County PWSD # 4, Wappapello, Missouri.

Duties included project supervision, responsible for the complete project performance and scheduling.

January 2002-July 2003
Employed by Huffman, Inc., Poplar Bluff, Missouri.

Area Superintendent for Faulkner Lake Wastewater Treatment Plant Sewerage Improvements, North Little Rock, Arkansas. Duties included supervision of heavy equipment operation and maintenance, excavation, and grading, supervision of labor in designated area, responsible for project performance and scheduling of activities in designated area.

1994-2001



Employed by KAJACS Contractors, Inc., Poplar Bluff, Missouri.

2001-Project Superintendent for:

Pike Creek Sewer Project, Butler County, Missouri
365 Highway Water Project, Highway 365 in Arkansas
Country Club of Arkansas Storm Drain and Sewer and Water Project
Sewer Project, Menifee, Arkansas

Duties included project supervision, responsible for the complete project performance and scheduling.

2000-Project Superintendent for:

Taneyville Sewer and Structures, Taneyville, Missouri
Pike Creek Sewer Project, Butler County, Missouri
Ripley County Water Project, Ripley County, Missouri

Duties included project supervision, responsible for the complete project performance and scheduling.

1999-Project Superintendent for:

Cardwell Water Project, Cardwell, Missouri
Koshkonong Sewer Project, Koshkonong, Missouri

Duties included project supervision, responsible for the complete project performance and scheduling.

1998-Project Superintendent for:

Iron Mountain Lake Sewer Vacuum Project, Iron Mountain Lake, Missouri
Willow Springs Sewer Project, Willow Springs, Missouri
Breyers Ice Cream Plant Sewer Treatment Plant, Sikeston, Missouri

Duties included project supervision, responsible for the complete project performance and scheduling.

1997-Project Superintendent for:

Marquand Sewer Project, Marquand, Missouri

Duties included project supervision, responsible for the complete project performance and scheduling.

1996-Project Superintendent for:

Fredonia Sewer Project, Fredonia, Kentucky

Duties included project supervision, responsible for the complete project performance and scheduling.

1996-Heavy Equipment Operator for:

Walnut Ridge Water Project, Walnut Ridge, Arkansas
North Wardell Sewer Line Project, North Wardell, Missouri
Kennett Sewer Ponds, Kennett, Missouri
Beaver Fork Water Project, Beaver Fork, Arkansas

1995-Heavy Equipment Operator for:

Mineral Point Water Project, Mineral Point, Missouri
Fulton Water Project, Fulton, Kentucky
Senath Water Project, Senath, Missouri

1994-Laborer for:

Oak Grove Heights Sewer Line Project, Oak Grove Heights, Missouri
Hoxie Sewer Line Project, Hoxie, Arkansas
Minturn Sewer Line Project, Minturn, Arkansas

Prior to 1994

Employed by Robertson, Inc., Poplar Bluff, Missouri

Laborer for:

Morehouse Water Line Project, Morehouse, Missouri
Ten Mile Pond Flood Control Piping, Missouri Conservation Department
Swifton Sewer Ponds, Swifton, Arkansas
Poplar Bluff Water Treatment Plant (finished), Poplar Bluff, Missouri

CERTIFICATIONS:

Construction Quality Control Management for Contractors-Corp of Engineers



KAJACS Contractors, Inc
 3026 Cravens Rd
 PO Box 969
 Poplar Bluff MO 63902
 573-785-1745

Owner:	City of Fort Smith
Address:	Riverview Drive
Contact Name:	Travis Brisendine
Telephone Number:	479-452-1933
Job Name:	Phase C, Sub-basin S009
Location:	Fort Smith, AR
Contract Amount:	\$3,500,000.00
Started:	2/1/2018
Complete:	In Progress
Owners Representation:	Travis Brisendine
Bidders Representation:	Aron Persons, Estimator
Funding Agency:	Fort Smith
Scope:	Sewer Rehab
Job Number:	494

Owner:	Alton, MO
Address:	Alton, MO
Contact Name:	John Burgelin
Telephone Number:	(573) 727-9666
Job Name:	Drinking Water Distribution Improvements
Location:	Alton, MO
Contract Amount:	\$2,322,255
Started:	Jan-18
Complete:	In Progress
Owners Representation:	Doug Bridges, Mayor
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	33,250' of 6", 12,750' of 4", 10,000' of 3" Water line
Job Number:	493

Owner:	Ripley, Mississippi
Address:	Ripley, Mississippi
Contact Name:	Mike Falkner
Telephone Number:	(662) 489-1525
Job Name:	Wastewater Treatment Facility - Phase 2
Location:	Ripley, Mississippi
Contract Amount:	\$7,775,000
Started:	Nov-17
Complete:	In Progress
Owners Representation:	Chris Marsalis - Mayor
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	New Wastewater Treatment Facility
Job Number:	492

Owner:	Maumelle, AR
Address:	Maumelle, AR
Contact Name:	Jacob Gillip
Telephone Number:	(501) 371-0272
Job Name:	Counts Massey Sewer Ext.
Location:	Maumelle, AR
Contract Amount:	\$692,500
Started:	Oct-17
Complete:	In Progress
Owners Representation:	Jacob Gillip
Bidders Representation:	Aron Persons
Funding Agency:	
Scope:	Sewer and Water line Ext.
Job Number:	491
Owner:	Corps of Engineers
Address:	Vicksburg Contracting Office
Contact Name:	Scott Brown
Telephone Number:	(601) 631-7902
Job Name:	Flood Control - Levee Repair
Location:	Lake Village, AR
Contract Amount:	\$5,450,000
Started:	Nov-17
Complete:	In Progress
Owners Representation:	Scott Brown
Bidders Representation:	Aron Persons
Funding Agency:	Corps of Engineers
Scope:	Levee Repair and Outlet Control Structure
Job Number:	490
Owner:	Ripley, Mississippi
Address:	Ripley, Mississippi
Contact Name:	Brett Brooks
Telephone Number:	(662) 840-9063
Job Name:	Phase One Collection Improvements
Location:	Ripley, Mississippi
Contract Amount:	\$1,757,225
Started:	Jul-17
Complete:	In Progress
Owners Representation:	Brett Brooks
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	5,400' of 18" GSL, 4,800' of 15" & 12" GSL, 1,200 GPM PS
Job Number:	489
Owner:	Eudora, Arkansas
Address:	Eudora, Arkansas
Contact Name:	Bill Gaunt
Telephone Number:	(870) 862-4231
Job Name:	Eudora Water System Improvements
Location:	Eudora, Arkansas
Contract Amount:	\$2,829,625
Started:	Jun-17
Complete:	In Progress
Owners Representation:	Bill Gaunt
Bidders Representation:	Rodger Williams
Funding Agency:	USDA
Scope:	60,000 LF of 6", 4" and 3" Water Line
Job Number:	488

Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	30" Maumelle Water Transmission Line
Location:	Maumelle, Arkansas
Contract Amount:	\$6,125,000
Started:	Feb-17
Complete:	In Progress
Owners Representation:	Thomas Wray
Bidders Representation:	Aron Persons
Funding Agency:	Central Arkansas Water
Scope:	30,000 LF of 30" Ductile Iron Pipe
Job Number:	487

Owner:	City of Birch Tree
Address:	Birch Tree, Mo
Contact Name:	John Burglin
Telephone Number:	573-778-6393
Job Name:	Birch Tree Water System Improvements
Location:	Birch Tree, Mo
Contract Amount:	\$2,400,000
Started:	Feb-17
Complete:	In Progress
Owners Representation:	John Burglin
Bidders Representation:	Ethan Hoggard
Funding Agency:	Dept of Natural Resources
Scope:	50,000 Lf of 6", 4" and 3" PVC
Job Number:	486

Owner:	Central Arkansas Water
Address:	201 E. Capital Ave
Contact Name:	Joe O'Hara
Telephone Number:	501-372-5161
Job Name:	36" Concrete Main Replacement
Location:	Little Rock, Arkansas
Contract Amount:	\$322,300
Started:	Feb-17
Complete:	COMPLETE
Owners Representation:	Joe O'Hara
Bidders Representation:	Rodger Williams
Funding Agency:	Central Arkansas Water
Scope:	400' of 36" Ductile Iron Pipe
Job Number:	485

Owner:	Van Buren Municipal Utilities
Address:	Van Buren, Arkansas
Contact Name:	Barry McCormick
Telephone Number:	479-474-1227
Job Name:	Prospect Water Transmission Line
Location:	Van Buren, Arkansas
Contract Amount:	\$841,385
Started:	Nov-16
Complete:	COMPLETED
Owners Representation:	Barry McCormick
Bidders Representation:	Rick Prosser
Funding Agency:	Van Buren Municipal Utilities / FEMA
Scope:	2100' of 18" Ductile Iron Water Main
Job Number:	484

Owner:	North Little Rock Wastewater
Address:	Maumelle, AR
Contact Name:	Mike Marlar
Telephone Number:	501-753-1987
Job Name:	White Oak Sewer Interceptor
Location:	Maumelle, AR
Contract Amount:	\$4,796,835
Started:	Sep-16
Complete:	17-Sep
Owners Representation:	Mike Marlar
Bidders Representation:	Aron Persons
Funding Agency:	North Little Rock Wastewater
Scope:	10,000 lf of 36" DIP & HOBAS, 5,000LF of 18" DIP & HOBAS
Job Number:	483
Owner:	Bloomfield, Missouri
Address:	Bloomfield, Mo
Contact Name:	Greg Bell
Telephone Number:	573-785-9621
Telephone Number:	662-456-2398
Job Name:	Houston Industrial Park Water System Improvements
Location:	Houston, MO
Contract Amount:	\$1,589,925.00
Started:	4/18/2016
Complete:	
Owners Representation:	Mayor Stacy Parker
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	Houston, MO
Scope:	Installation of a 12" Water Main
Job Number:	480
Owner:	Center Grove, AR
Address:	1631 Rock St Sheridan AR 72150
Contact Name:	Gary Easterling
Telephone Number:	870-942-3921
Job Name:	Houston Industrial Park Water System Improvements
Job Name:	Center Grove Water System Improvements
Location:	Houston, MO
Contract Amount:	\$1,589,925.00
Started:	4/18/2016
Complete:	
Owners Representation:	Mayor Stacy Parker
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	Houston, MO
Scope:	Installation of a 12" Water Main
Job Number:	480
Owner:	Center Grove, AR
Address:	1631 Rock St Sheridan AR 72150
Contact Name:	Gary Easterling
Telephone Number:	870-942-3921
Location:	Center Grove, AR
Contract Amount:	\$1,139,925
Started:	Nov-15
Complete:	Complete
Owners Representation:	CEA Associates
Bidders Representation:	Rodger Williams, Estimator, VP
Funding Agency:	USDA
Scope:	Water Improvements
Job Number:	479

Owner:	City of Fort Smith
Address:	Riverview Drive
Contact Name:	Neal Morrison
Telephone Number:	479-452-1933
Job Name:	Fort Smith Ar Liftstation
Location:	Fort Smith, AR
Contract Amount:	\$1,507,605.00
Started:	9/12/2015
Complete:	Complete
Owners Representation:	Neal Morrison
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	Fort Smith
Scope:	Demo and replace Pump Stations, sewer line
Job Number:	478

Owner:	City of Wardell, Mo
Address:	Wardell, Mo
Contact Name:	Mayor Byrd
Telephone Number:	573-628-3500
Job Name:	Wardell Water Improvements
Location:	Wardell, Mo
Contract Amount:	\$2,156,664
Started:	11/7/2015
Complete:	Complete
Owners Representation:	Shultz and Summers
Bidders Representation:	Rick Prosser, P.E. , Project Manager
Funding Agency:	USDA
Scope:	Water line replacement
Job Number:	477

Owner:	City of Mountain View
Address:	PO Box 1090 Mountain View, MO 65548
Contact Name:	Ryan Lorton
Telephone Number:	573-418-1450
Job Name:	Mountain View
Location:	Mountain View Airport Apron
Contract Amount:	\$183,983
Started:	11/7/2015
Complete:	Complete
Owners Representation:	Mike Wake
Bidders Representation:	Ethan Hoggard, Estimator
Funding Agency:	City of Mountain View
Scope:	Airport Apron Expansion/Stormdrain
Job Number:	476

Owner:	City of New Madrid
Address:	Hwy U
Contact Name:	Jacob Ortega
Telephone Number:	573-785-9621
Job Name:	New Madrid, Mo State Hwy U Water Improvements
Location:	New Madrid, Mo
Contract Amount:	\$216,405.00
Started:	9/12/2015
Complete:	Complete
Owners Representation:	Jacob Ortega
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid
Scope:	Construction of water line for U Hwy tank
Job Number:	475

Owner:	City of Cape
Address:	401 Independence Cape Girardeau, MO 63703
Contact Name:	Nancy Poston, Est. Coordinator
Telephone Number:	573-339-6300
Job Name:	Water Main Extention- Cape Girardeau
Location:	Cape Girardeau
Contract Amount:	\$949,925.00
Started:	21-Jul-15
Complete:	Complete
Owners Representation:	Nancy Poston
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Cape
Scope:	Water Main Extension
Job Number:	474
Owner:	CAW
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	Arch St Line Relocation
Location:	Little Rock, AR
Contract Amount:	\$244,925.00
Started:	7-Jul-15
Complete:	Complete
Owners Representation:	CAW
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CAW
Scope:	Line Relocation
Job Number:	473
Owner:	CAW
Address:	201 E. Capital Ave
Contact Name:	Thomas Wray
Telephone Number:	501-372-5161
Job Name:	McCain Rail Grad Separation Waterline Relocation
Location:	N. Little Rock
Contract Amount:	\$479,725.00
Started:	17-Aug-15
Complete:	Complete
Owners Representation:	CAW
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CAW
Scope:	Line Relocation
Job Number:	472
Owner:	CWB Engineers, Inc
Address:	205 W.3rd Place, Russellville, AR 72811
Contact Name:	Kelli Gregory
Telephone Number:	501-362-1717
Job Name:	Russellville, AR Waste Water Improvements
Location:	Russellville, AR
Contract Amount:	\$1,840,425.00
Started:	13-Jul-15
Complete:	Complete
Owners Representation:	Kelli Gregory
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	CWB Engineers, Inc
Scope:	4156 LF 8"-12" sewer pipe, 2796 LF of 21"-24" Sewer Pipe
Job Number:	471

Owner:	City of Minor
Address:	103 State Rte H Sikeston MO 63801
Contact Name:	Darren Chapman
Telephone Number:	573-471-8520
Job Name:	Minor
Location:	Minor, MO
Contract Amount:	\$434,925.00
Started:	10-Aug-15
Complete:	Complete
Owners Representation:	Darren Chapman, Mayor
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of Minor
Scope:	Water mains, fire hydrants, valves
Job Number:	470
Owner:	City of New Madrid
Address:	Hwy U CR 732
Contact Name:	Donnie Brown, Mayor
Telephone Number:	573-748-2866
Job Name:	New Madrid Pump Station
Location:	New Madrid, MO
Contract Amount:	\$1,373,650.98
Started:	11-Aug-15
Complete:	Completed
Owners Representation:	Jacob Ortega, Smith & Co Engineers
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	City of New Madrid, MO
Scope:	2 Stormwater inlets, Pump Station, Wet Well
Job Number:	469
Owner:	Benton Public Utility Commission
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Terry McKinney
Telephone Number:	501-776-5931
Job Name:	ALCOA Road Water & Sewer Utility Relocation
Location:	Benton, Arkansas
Contract Amount:	\$1,545,637.37
Started:	Feb-15
Complete:	Completed
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Water and Sewer Relocation
Job Number:	468
Owner:	City of Okolona, MS
Address:	703 Crossover Road, Tupelo, MS 38802
Contact Name:	John Mark Weeden
Telephone Number:	(662) 842-73811
Job Name:	Construction of Sanitary Sewer Collection Rehabilitation & Replacement
Location:	Okolona, MS
Contract Amount:	2,447,846.78
Started:	Feb-15
Complete:	Complete
Owners Representation:	Cook Coggin Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	USDA
Scope:	Sanitary Sewer Rehab & Replacement
Job Number:	467

Owner:	Corp of Engineers
Address:	Devalls Bluff, AR
Contact Name:	Gary Hamlet
Telephone Number:	870-351-9121
Job Name:	Grand Prairie Discharge Piping
Location:	Devalls Bluff, AR
Contract Amount:	\$6,058,309
Started:	Mar-15
Complete:	COMPLETE
Owners Representation:	Keith Huffman, Huffman Construction
Bidders Representation:	Rodger Williams, P.E. - KAJACS Contractors
Scope:	2500' of 120" Steel Welded Pipe and approx. 85,000 cy of excavation
Job Number:	466
Owner:	Southern Bank
Address:	901 Vine St, Poplar Bluff, MO 63901
Contact Name:	Billy Cobb
Telephone Number:	(573) 785-9621
Job Name:	Southern Bank Main Office - Phase I
Location:	Corner of Shelby Road & Oak Grove Road - Poplar Bluff, MO
Contract Amount:	\$477,867.00
Started:	Nov-14
Complete:	Complete
Owners Representation:	Smith & Company Engineers
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Site Concrete, Sitework, Site Utilities & Concrete Paving
Job Number:	465
Owner:	City of Tupelo, MS
Address:	703 Crossover Road, Tupelo, MS 38802
Contact Name:	John Mark Weeden
Telephone Number:	(662) 842-7381
Job Name:	Area 2 North Indian Hills Water System Improvements
Location:	Tupelo, MS
Contract Amount:	\$1,499,410.00
Started:	Nov-14
Complete:	Complete
Owners Representation:	Cook Coggin Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope:	Water Line Extension
Job Number:	464
Owner:	FrazierPike Public Facilities Board of Pulaski County
Address:	1 Innwood Circle, Suite 202, Little Rock, AR 72212
Contact Name:	Ricky Thomas
Telephone Number:	
Job Name:	Frazier Pike Water Line Improvements
Location:	Little Rock, AR
Contract Amount:	\$796,500.00
Started:	14-Nov
Complete:	Complete
Owners Representation:	Marlar Engineering Co, Inc.
Bidders Representation:	Rodger Williams, Estimator
Funding Agency:	
Scope:	Water Lines
Job Number:	462

Owner:	City of Keiser, AR
Address:	2114 E Matthews Ave, Jonesboro, AR 72401
Contact Name:	
Telephone Number:	(870) 972-5316
Job Name:	Water System Improvements
Location:	Keiser, AR
Contract Amount:	\$724,725.00
Started:	14-Oct
Complete:	Complete
Owners Representation:	Civil Engineering Associates, LLC
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope	Water Lines
Job Number	461

Owner:	City of Bryant, AR
Address:	1405 North Pierce St, Suite 301, Little Rock, AR 72207
Contact Name:	Matthew Dunn
Telephone Number:	(501) 664-1552
Job Name:	Water Transmission Line-Booster Pump Station to C.A.W.
Location:	Bryant, AR
Contract Amount:	\$740,750.00
Started:	14-Oct
Complete:	Complete
Owners Representation:	Crist Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope	Water Lines
Job Number	459

Owner:	City of Cave Springs
Address:	1810 College Ave, Fayetteville, AR 72703
Contact Name:	Robert White
Telephone Number:	(479) 443-2377
Job Name:	Cave Springs Arkansas Sewer
Location:	Cave Springs, AR
Contract Amount	\$1,060,130.50
Started:	Aug-14
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams
Funding Agency:	
Scope:	Water & Sewer Lines
Job Number	457

Owner:	City of Poplar Bluff, MO
Address:	501 Vine Street, Poplar Bluff, MO
Contact Name:	Billy Cobb
Telephone Number:	573-785-9621
Job Name:	Oak Grove Road - Phase III
Location:	Oak Grove Road
Contract Amount:	\$2,600,000.00
Started:	2014
Complete:	2015
Owners Representation:	Smith & Co Engineers
Bidders Representation:	Rodger Williams, Estimator
Scope:	Approx. 112,000 cy of excavation and widen existing concrete road

Owner:	City of Bald Knob
Address:	900 W Markham, Little Rock, AR 70201
Contact Name:	Adam Triche
Telephone Number:	(501) 371-0272
Job Name:	Water System Improvements
Location:	Bald Knob, AR
Contract Amount:	\$349,000.00
Started:	Aug-14
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers, Inc.
Bidders Representation:	Rodger Williams, Estimator
Scope:	Pump Station
Job Number:	450

Owner:	Benton Utilities
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Dewayne Hood
Telephone Number:	501-776-5931
Job Name:	Edison 24" - Benton Utilities
Location:	South Market Street, Benton, Ar
Contract Amount:	\$562,711.00
Started:	June 2013
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers
Bidders Representation:	Wallace Thomas, Estimator
Scope:	24" Gravity Sewer
Job Number:	

Owner:	Benton Utilities
Address:	1827 Dale Street, Benton, AR 72015
Contact Name:	Dewayne Hood
Telephone Number:	501-776-5931
Job Name:	Thomas Pasture Pump Station
Location:	Brents Ford Road, Benton, AR
Contract Amount:	\$735,220.00
Started:	June 2013
Complete:	Complete
Owners Representation:	McClelland Consulting Engineers
Bidders Representation:	Wallace Thomas, Estimator
Scope:	20" Force Main/Pump Station Rehab
Job Number:	

Owner:	City of Poplar Bluff, MO
Address:	501 Vine Street, Poplar Bluff, MO
Contact Name:	John Burgelin
Telephone Number:	573-772-4202
Job Name:	Oak Grove Road - 5 Lane Phase II
Location:	Oak Grove Road
Contract Amount:	\$3,100,000.00
Started:	2012
Complete:	2013
Owners Representation:	Horner & Shifrin, Inc.
Bidders Representation:	Rodger Williams, Estimator
Scope:	Approx. 75,000 cy of excavation and construct 5-lane concrete road
Job Number:	

Owner:	HMA
Job Name:	Poplar Bluff Regional Medical Center
Address:	Poplar Bluff, MO
Contact Name:	Mike Bertelsmann
Telephone Number:	314-220-1121
Location:	Poplar Bluff, MO
Contract Amount:	\$11,019,955.00
Started:	Oct-11
Complete:	Jan-13
Owners Representation:	MJ Harris - General Contractor
Bidders Representation:	Rodger Williams - Estimator
Scope:	Approx. 415,000 cy of earthwork and sitework for new hospital
Owner:	City of Clarkton
Job Name:	Clarkton Treatment Plant Improvements
Address:	Clarkton, MO
Contact Name:	
Telephone Number:	
Location:	Clarkton, MO
Contract Amount:	\$2,453,880.00
Started:	February 2012
Complete:	February 2013
Owners Representation:	Ty Milner, Schultz & Summers
Bidders Representation:	Rodger Williams, Estimator
Scope:	Treatment Plant & Line Work

<u>Equip #</u>	<u>Section</u>	<u>Brief Description</u>
100	Pick Up	2012 Ford F250 (C McCollum)
107	Pick Up	2013 Chevy (Ryan Swafford)
108	Pick Up	2013 Ford F250 (Josh Wells)
113	Pick Up	2013 Ford (Kevin Tilley)
120	Pickup	2015 F250 Lariat (Curt New Truck)
122	Pick Up	2013 Ford F250 (Curtis Fowler)
127	Pick Up	05 Chevy SN# 7355 (R. Dicken - WT)
134	Pick Up	07 Ford F150 #3297 (A. Pashia) driver
149	Pick Up	09 Ford #0551 (Steve Lapar)
154	Pick Up	2011 Ford F150 (B Albright)
157	Pick Up	2011 Ford F150 (C Parish)
158	Pick Up	2012 Ford F250 SN#2462 (M ALLISON)
161	Pick Up	2007 Ford F150 SN# 9513
163	Pick Up	2012 Ford SN#2537 (Ryan Dicken)
165	Pick Up	2014 Ford F-150 - Curt Caringer
169	Pick Up	00 Ford F250 Diesel SN# 7068 (CURT WT)
187	Pick Up	01 Ford F250 SN#9818 (M Allison - WT)
189	Pick Up	2016 F250 (Ryan Dicken)
190	Pick Up	03 Ford F250 SN#3476 (Swafford - WT)
192	Pick Up	GMC 2500 SN#1685 (J. Wells - WT)
194	Pick Up	2015 Ford F-250- Charles Parish
195	Pick Up	03 Ford F250 SN#0464 (C. Parish - WT)
196	Pick Up	03 Ford F250 SN#7761 (B. Albright - WT)
197	Pick Up	2016 F250 (Bucky)
204	Lg Truck	2014 F350 (Shane)
206	Lg Truck	91 Intl 2 Ton Dump SN#7387
210	Lg Truck	95 Int. 2.5 Dump SN#5222
216	Lg Truck	84 Mack Dump SN#4754
221	Lg Truck	87 Frt.Dump Tri Axle SN# 3802 bucky
222	Lg Truck	87 Frt. Dump Tri Axle SN#3792
223	Lg Truck	87 Freightliner Dump Truck
234	Lg Truck	Mack Dump Trk SN# 9108 (shop)
247	Lg Truck	99 Mack Dump SN#6805
249	Lg Truck	1983 Ford Sludge Truck SN#2033
254	Lg Truck	1997 Ford F-350 (A. Pashia) WT
255	Lg Truck	1997 Freightliner SN 3724
320	Backhoes	Case 4wd ex hoe SN# 8948 (C Willis)
258	Lg Truck	2015 FORD F-350 (C Willis)
322	Backhoes	Cat 420D SN#2431
323	Backhoes	Cat 416C Backhoe SN#0467 (C McCollom)
324	Backhoes	Cat 420 EIT Backhoe SN#1080 (M Allison)
325	Backhoes	Cat 420 EIT Backhoe SN#1081 (C. Fowler)
326	Backhoes	Cat420EIT AuxHyd SN#KMW01388 - Josh Wells
327	Backhoes	Cat 420D Backhoe SN#0573
328	Backhoes	2011 420E Backhoe Loader #0893
329	Backhoes	2012 420 EIT Backhoe #2063 charles
330	Backhoes	2014 Case 580
331	Backhoe	2014 Case 580

332	Backhoes	2014 Case Extendahoe - Bucky Albright
333	Backhoes	2014 Case Extendahoe
334	Backhoes	2014 Case Extendahoe
335	Backhoes	2014 Case Extendahoe
410	Excavators	PC 138 US LC-8 2012
411	Excavators	PC 210 LC-10 2012
412	Excavators	PC-300
420	Excavators	Komatsu PC200LC-6 SN#0759
422	Excavators	PC250LC-6 SN#3159 Curt
423	Excavators	Solar 140LC-V Excav SN#1503 (M Allison)
426	Excavators	Komatsu 2001 PC300 LC SN#4440
427	Excavators	1999 PC300LC SN#4009
429	Excavators	2008 John Deere 80C SN#1881
430	Excavators	2005 PC78MR-6 Komatsu SN#1366
431	Excavators	2007 Komatsu PC78MR-6
432	Excavators	2006 Komatsu PC300 LC
433	Excavators	2007 Komatsu PC300LC-7-EO
434	Excavators	2006 Komatsu PC300LC-7-EO
435	Excavators	2004 Komatsu PC400
437	Excavators	Komastu PC 308
438	Excavators	Komastu PC 300 LC-8
439	Excavators	KOMATSU PC 360 (Long Reach)
440	Excavators	PC 138 US LC-8
524	Dozers	Cat D5G SN#3146
525	Dozers	Cat D5G SN#3148
526	Dozers	Cat D5G SN#3145 (Bucky-Houston)
527	Dozers	Cat D5G SN#3147 (C Parish)
528	Dozers	650H JD Dozer #1043
529	Dozers	2006 Cat Dozer #2385
530	Dozers	John Deere 750 C
601	Loaders/Forklifts	Cat IT18 SN#0092
609	Loaders/Forklifts	Skidsteer SN#9087
611	Loaders/Forklifts	Skidsteer SN#2508
614	Loaders/Forklifts	Tool Carrier SN#0733
617	Loaders/Forklifts	2010 Case 450 CT Series 3 #4572
618H	Loaders/Forklifts	2008 Case #4577
619	Loaders/Forklifts	1994 Caterpillar 963 Track Loader #5414
620	Loaders/Forklifts	Volvo 135 Skid
621	Loaders/Forklifts	Mustang Skid Steer
1004	Trenchers	Bradco Trencher
2433	Tractor	4630 John Deere tractor
2448	Tractor	Ford Tractor
2708	Chippers	Vermeer Top Gun Bale Processor (married to 2433)
2816	Boring	Pralrie Dog
2819	Boring	Pralrie Dog
2820	Boring	Barbco 48-950
3900	Boring	2010 Vermeer Directional Boring- chris
3901	Boring	2008 MX240
3902	Boring	2009 MX240
3903	Boring	2008 MX240

3904	Vacuum	2010 Vermeer Vacuum System
3905	Vacuum	Vermeer Directional Boring Machine 9x13
3906	Locator	2013 Digi
3907	Vacuum	Vermeer Tank
3908	BORING	2011 VERMEER D20X22 - NEW
3909	TANK	2017 VERMEER MX125 TANK
3910	LOCATOR	DIGITRAK F2 LOCATOR

KAJACS Contractors, Inc.

Balance Sheet

November 30, 2017

ASSETS

Current assets:

Cash and cash equivalents	\$ 821,252
Accounts receivable:	
Current billings on contracts	1,774,883
Retainages on contracts	822,646
Related party	52,049
Costs of estimated earnings in excess of billings on uncompleted contracts (Note 4)	494,580
Prepaid expenses	<u>6,272</u>
Total current assets	<u>3,971,682</u>

Noncurrent assets:

Property and equipment:	
Building and improvements	476,585
Equipment	5,275,770
Vehicles	537,122
Office equipment	<u>239,122</u>
	6,528,599
Less accumulated depreciation	<u>(4,631,873)</u>
Net property and equipment	<u>1,896,726</u>

Investments	<u>381,570</u>
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Total assets	<u>\$ 6,249,978</u>
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The accompanying notes are an integral part of these financial statements.

KAJACS CONTRACTORS, INC.
BALANCE SHEET
NOVEMBER 30, 2016

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 1,796,700
Accounts Receivable:	
Current Billings on Contracts	1,661,516
Retainages on Contracts	884,270
Related Party	57,668
Affiliates	223,674
Costs and Estimated Earnings in Excess of Billings on Uncompleted Contracts	264,885
Prepaid Expenses	6,272
Total Current Assets	<u>4,894,985</u>

PROPERTY AND EQUIPMENT

Building and Improvements	476,585
Equipment	4,847,955
Vehicles	442,895
Office Equipment	235,820
Total	<u>6,003,255</u>
Less: Accumulated Depreciation	4,323,687
Total Property and Equipment	<u>1,679,568</u>

LONG-TERM ASSETS

Investments	<u>343,067</u>
Total Assets	<u><u>\$ 6,917,620</u></u>

KAJACS CONTRACTORS, INC.
BALANCE SHEET
SEPTEMBER 30, 2015

ASSETS

LIABILITIES & EQUITY

CURRENT ASSETS:		CURRENT LIABILITIES:	
Cash	306,327	Notes Payable - Bank	0
Contract Receivables	3,970,049	Accounts Payable	3,033,998
Costs in Excess of Billings	858,119	Other Current Liabilities	124,541
Other Receivables	155,036	Billings In Excess of Cost	779,152
Prepaid Expenses	9,444	Current Portion of L-T Debt	209,571
Total Current Assets	5,298,976	Total Current Liabilities	4,147,262
 		LONG-TERM EQUIPMENT DEBT	
 		1,361,567	
FIXED ASSETS:		STOCKHOLDER'S EQUITY:	
Investment Property	0	Unrealized Gain (loss) on investments	76,075
Leasehold Improvements	461,760	Capital Stock	22,000
Office Equipment	241,981	Additional Paid-In Capital	825,647
Automotive Equipment	422,895	Due from Stockholder	0
Construction Equipment	4,299,377	Retained Earnings-Prior	429,264
Accumulated Depreciation	(4,155,851)	Current Retained Earnings	(292,678)
		Sub-S Distribution	0
Total Fixed Assets	1,270,162	Total Stockholder's Equity	1,060,308
TOTAL ASSETS	6,569,137	TOTAL LIABILITIES & EQUITY	6,569,137

Company ID Number: 278837

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **KAJACS Contractors, Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

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

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

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

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

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

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

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identify document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

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

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

Company ID Number: 278837

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

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

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

Company ID Number: 278837

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

Company ID Number: 278837

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 278837

after the Employer receives it.

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

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

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

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

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

ARTICLE IV

SERVICE PROVISIONS

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

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

Company ID Number: 278837

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

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

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



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 278837

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **KAJACS Contractors, Inc**

Becky A Taylor

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/16/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

11/16/2009

Date

Company ID Number: 278837

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: KAJACS Contractors, Inc

Company Facility Address: 3026 Cravens Rd

Poplar Bluff, MO 63901-8649

Company Alternate

Address: PO Box 969

Poplar Bluff, MO 63902-0969

County or Parish: BUTLER

Employer Identification

Number: 431664042

North American Industry
Classification Systems

Code: 237

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 2

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

- MISSOURI 1 site(s)

Company ID Number: 278837

- ARKANSAS 1 site(s)

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

Name:	Becky A Taylor	Fax Number:	(573) 785 - 6237
Telephone Number:	(573) 785 - 1745 ext. 1		
E-mail Address:	btaylor1@semo.net		

Summary of Work-Related Injuries and Illnesses

Year 2016

U.S. Department of Labor
Occupational Safety and Health Administration



Form approved by OMB no. 1218-0107

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during this year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employers, former employers, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35 in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	(G)	Total number of cases with days away from work	1	(H)	Total number of cases with job transfer or restriction	1	(I)	Total number of other recordable cases	0	(J)
------------------------	---	-----	--	---	-----	--	---	-----	--	---	-----

Number of Days

Total number of days away from work	14	(K)	Total number of days of job transfer or restriction	14	(L)
-------------------------------------	----	-----	---	----	-----

Injury and Illness Types

(1) Injuries	1	(M)	(4) Poisonings	0
(2) Skin disorders	0	(N)	(5) Hearing loss	0
(3) Respiratory conditions	0	(O)	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 35 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20543. Do not send this information to OSHA. OSHA Office of Statistics Analysis, Room N-3011, 200 Constitution Avenue, NW

Establishment information

Your establishment name KAJACS Contractors, Inc.
 Street 3026 Charvis Rd
 City Poplar Bluff State MO ZIP 63906

Industry description (e.g., Manufacturing of motor truck trailers)
Utility Contractor
 Standard Industrial Classification (SIC) of known (e.g., 3715)

OR

North American Industrial Classification (NAICS) of known (e.g., 34212)
237120

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 64
 Total hours worked by all employees last year 112,652

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Myklyn GARGAC
 Title SALES
 Date 5/31/2017

Injury and Illness Incident Report

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-506 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by: Myhyun Gargac
Title: Human Resources
Phone: 573-785-1745 Date: 1-31-2017

Information about the employee

- 1) First name: Kenn Payne
- 2) Street: HCR 1 Box 444
- City: Van Buren State: MO ZIP: 63965
- 3) Date of birth: 11-27-1992
- 4) Date hired: 5-12-2015
- 5) Male Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional: Dr. Brian Schreier, MD
- 7) If treatment was given away from the worksite, where was it given?
Facility: Ozark Industrial Medicine
- Street: 3019 Fair St
- City: Poplar Bluff State: MO ZIP: 63901

8) Was employee treated in an emergency room?

- Yes
- No

9) Was employee hospitalized overnight as an in-patient?

- Yes
- No

Information about the case

- 10) Case number from the Log: 1
- 11) Date of injury or illness: 1-4-2016
- 12) Time employee began work: 7 AM PM
- 13) Time of event: AM PM Check if time cannot be determined

14) What was the employee doing just before the incident occurred? Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Kenn stepped on a dry clod & twisted his knee.

15) What happened? Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
Kenn was walking & stepped on a dry clod & twisted his knee.

16) What was the injury or illness? Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Hurt his knee

17) What object or substance directly harmed the employee? Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
dirt clod

18) If the employee died, when did death occur? Date of death: _____

able to verify back to the collection of information is estimated to average 22 minutes, per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate of any other aspects of this data collection, including suggestions for reducing this burden, write to Washington, DC 20503. Do not send this completed form to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Note: You can type input into this form and save it.
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 15

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
(K)	(L)

Injury and Illness Types

Total number of (M)	(4) Poisonings	(5) Hearing loss	(6) All other illnesses
(1) Injuries			
(2) Skin disorders			
(3) Respiratory conditions			

Post this Summary page from February 1 to April 30 of the year following the year covered by the form. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 209 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name **KAJACS CONTRACTORS, INC**

Street **PO BOX 969**

City **POPLAR BLUFF** State **MO** Zip **63902**

Industry description (e.g., *Manufacture of motor track trailers*)

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
237120

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees **49**

Total hours worked by all employees last year **92106**

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John C. Carter CFO Title

Company executive

Phone **573-785-1145** Date **4-30-15**



Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields, and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0117

Establishment Name: **KAJACS CONTRACTORS, INC**

City: **POPLAR BLUFF** State: **MO**

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill identifier was:		Select the " Injury " column or illness and type of illness:							
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Worker)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer or restriction	(J) Medical treatment beyond first aid	(K) Loss of consciousness	(L) Days lost	(M) Light duty	(N) Transfer to another job	(O) Other recordable illness	
Reset			month / day			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reset			month / day			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Reset			month / day			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Page totals

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Add a Form Page

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments to Washington, DC 20503-2942. Send comments to the collection of information, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments to Washington, DC 20503-2942. Send comments to the collection of information, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments to Washington, DC 20503-2942.

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
26	8
(K)	(L)

Injury and Illness Types

Total number of (M)	(1) Injuries	(4) Poisonings	0
	(2) Skin disorders	(5) Hearing loss	0
	(3) Respiratory conditions	(6) All other illnesses	0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and to review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA, Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 14

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name KAJACS Contractors, Inc

Street 3026 Cravens Rd

City Poplar Bluff State MO Zip 63901

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractors

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)
237120

Employment information *If you don't have these figures, see the Worksheet on the next page to estimate.*

Annual average number of employees 46

Total hours worked by all employees last year 92444

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.

Company executive _____ Title _____

Phone 313-468-1111 Date 1-21-14

Save Input

Injury and Illness Incident Report

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy the printout or insert additional form pages in the PDF, and then use as many as you need

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Information about the employee

- 1) Full name Wesley Moon
- 2) Street 420 Mesa Rd
- 3) City Poplar Bluff State MO ZIP 63901
- 4) Date of birth 2 / 14 / 1986
Month Day Year
- 5) Date hired 8 / 10 / 2011
Month Day Year
 Male Female

Information about the physician or other health care professional

- 6) Name of physician or other health care professional
Joshua Nadaud

- 7) If treatment was given away from the worksite, where was it given?

Facility Mid County Orthopaedics
Street 845 North New Ballard CT 200
City St Louis State MO ZIP 63141

- 8) Was employee treated in an emergency room?
 Yes
 No

- 9) Was employee hospitalized overnight as an in-patient?
 Yes
 No

Completed by Becky Taylor
Title Human Resources
Phone 573 - 785 - 1745 Date 1 / 31 / 2015
Month Day Year

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a unique identifier (OMB control number). If you have any comments about this estimate or any other aspect of this data collection, including suggestions for reducing this burden, contact OSHA, Department of Labor, OSHA Office of Statistical Analysis, Room N-3647, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Information about the case

- 10) Case number from the Log 1
(Transfer the case number from the Log after you receive the case.)
- 11) Date of injury or illness 4 / 18 / 2014
Month Day Year
- 12) Time employee began work 7:00 AM PM
- 13) Time of event 3:00 AM PM Check if time cannot be determined
- 14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. *Examples:* "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Was performing regular job duties, stepped on nail

- 15) **What Happened?** Tell us how the injury occurred. *Examples:* "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

stepped on nail

- 16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." *Examples:* "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Puncture to foot

- 17) **What object or substance directly harmed the employee?** *Examples:* "concrete floor"; "churnin"; "radial arm saw." *If this question does not apply to the incident, leave it blank.*

- 18) **If the employee died, when did death occur?** Date of death

Month Day Year

Save Input

Add a Form Page

Page 1 of 1

Reset

Log of Work-Related Injuries and Illnesses

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 14

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1513-0047

Establishment name
KAJACS Contractors, Inc

City **Poplar Bluff** State **MO**

Identify the person		Describe the case		Classify the case		Enter the number of days the injured or ill worker was:		Select the "injury" column or choose one type of illness:							
(A) Case no.	(B) Employee's name	(C) Job title (e.g., Welder)	(D) Date of injury or onset of illness (e.g., 2/10)	(E) Where the event occurred (e.g., Loading dock north end)	(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)	(G) Death	(H) Days away from work	(I) Job transfer from work or restriction	(J) Other recordable cases	(K) Away from work	(L) On job transfer or restriction	(M) Skin disorder	(N) Respiratory condition	(O) Poisoning	(P) All other illness
Reset 1	Wesley Moon	laborer	4 / 14 month / day	Job site	stepped on nail	<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	26 days	8 days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
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Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reset						<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	days	days	<input type="radio"/>	<input type="radio"/>	<	

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	0	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0	0
(K)	(L)

Injury and Illness Types

Total number of (M)	(4) Poisonings	0
(1) Injuries	(5) Hearing loss	0
(2) Skin disorders	(6) All other illnesses	0
(3) Respiratory conditions		

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact US Department of Labor, OSHA Office of Statistical Analysis, Room N-3641, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send this completed form to this office.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 13

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment information

Your establishment name KAJACS Contractors, Inc
 Street PO Box 969
 City Poplar Bluff State MO Zip 63902
 Industry description (e.g., *Manufacture of motor truck trailers*)
General Contractors
 Standard Industrial Classification (SIC), if known (e.g., 3713)
1629
 OR _____
 North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information (If you don't have these figures, see the Worksheet on the next page to estimate.)

Annual average number of employees 42
 Total hours worked by all employees last year 88429

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

Company executive [Signature] Title CFO
 Phone 636-785-1745 Date 1/31/14

Save Input

OSHA's Form 301

Injury and Illness Incident Report

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains.

If you need additional copies of this form, you may photocopy the printout or insert additional form pages in the PDF, and then use as many as you need.

Completed by _____
 Title _____
 Phone _____ Date _____
 Month Day Year

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing this burden, to Washington Headquarters Service, Bureau of Economic Analysis, Paperwork Project, Washington, DC 20503.

Note: You can type input into this form and save it. Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



U.S. Department of Labor
Occupational Safety and Health Administration

Information about the employee

- 1) Full name _____
- 2) Street _____
- 3) City _____ State _____ ZIP _____
- 4) Date of birth _____
 Month Day Year
- 5) Date hired _____
 Male Female
 Month Day Year

Information about the physician or other health care professional

- 6) Name of physician or other health care professional _____
- 7) If treatment was given away from the worksite, where was it given?
 Facility _____
 Street _____
 City _____ State _____ ZIP _____

8) Was employee treated in an emergency room?
 Yes No

9) Was employee hospitalized overnight as an in-patient?
 Yes No

Save Input

Page 1 of 1

Add a Form Page

Reset

Information about the case

- 10) Case number from the Log _____
(Transfer the case number from the Log after you record this case.)
- 11) Date of injury or illness _____
 Month Day Year
- 12) Time employee began work _____
 AM PM
- 13) Time of event _____
 AM PM Check if time cannot be determined

14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment, or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

15) **What Happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected; be more specific than "hurt," "pain," or "sore." Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) If the employee died, when did death occur? Date of death _____
 Month Day Year

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete using the Log; count the individual entries you make for each category. Then add the totals below making sure you've added the entries from every page of the log. If you had no cases write "0."

Employers (owner, employees, and their representatives) have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	0	Total number of cases with days away from work	0	Total number of cases with job transfer or restriction	0	Total number of other recordable cases	0
(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)

Number of Days

Total number of days away from work	0	Total number of days of job transfer or restriction	0
(O)	(P)	(Q)	(R)

Injury and Illness Types

Total number of (M)	0	(4) Poisoning	0
(1) Injury	0	(5) Hearing Loss	0
(2) Skin Disorder	0	(6) All Other Illnesses	0
(3) Respiratory Condition	0		

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

OSHA's recordkeeping rule requires employers to display this Summary page in a prominent place in the workplace. The rule also requires employers to make this Summary page available to employees and their representatives. For more information on the rule, visit the OSHA website at www.osha-slc.gov.

Establishment information

Your establishment name KAJACS CONTRACTURE, Inc
 Street 3025 Cravens Rd State Missouri Zip 63901
 City Poplar Bluff
 Industry description (e.g., Manufacture of motor truck trailers)
Utility Contractor
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
2 3 7 1 2 0
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)

Employment information

Annual average number of employees 65
 Total hours worked by all employees last year 172,577

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
 Company executive
 Corp. Sec. Title

573-725-1745

Phone

Date

1-10-18



December 13, 2018

Mr. Tim Nyander
Utilities Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Re: Masters Lift Station Elimination
Project No. 18-55
HW Project No. 2017027

Dear Mr. Nyander:

As you are aware, on December 5, 2018 at 2:00 p.m. bids were received for the above referenced project. The apparent low bid was submitted by KAJACS Contractors, Inc. of Poplar Bluff, Missouri in the amount of \$1,067,000.00. A total of three bids were received and the totals are shown below:

	<u>Bid Amount</u>
Goins Enterprises	\$1,947,515.00
Goodwin & Goodwin, Inc.	\$1,600,827.50
KAJACS Contractors, Inc.	\$1,067,000.50

We have reviewed the Certified Bid Tabulation prepared by the City of Fayetteville, and we recommend that the City of Fayetteville award a contract for the Masters Lift Station Elimination project to the low bidder, KAJACS Contractors, Inc. for **\$1,067,000.00**. We have worked with KAJACS Contractors on two (2) past projects and one (1) ongoing project and their performance to date has been satisfactory. We understand that you will present the bid tabulation and our recommendation to the City of Fayetteville Water, Sewer, and Solid Waste Committee for their consideration at the January 2019 meeting. We will attend the meeting and be available to answer any questions.

We trust that this is satisfactory for your review and consideration. If you have any questions, or require any additional information, please do not hesitate to call.

Sincerely,

HAWKINS-WEIR ENGINEERS, INC.

A handwritten signature in blue ink, appearing to read 'J. Durham', is written over the printed name.

Joshua S. Durham, P.E.

JSD/

110 So. 7th Street • P.O. Box 648 • Van Buren, AR 72957 • Ph: (479) 474-1227 • Fax: (479) 474-8531
211 Natural Resources Drive • Little Rock, AR 72205 • Ph: (501) 374-4846
438 East Millsap Road • Suite 107 • Fayetteville, AR 72703 • Ph: (479) 455-2206
403 Garrison Avenue • Suite 101 • Fort Smith, AR 72901 • (479) 242-4685