



McDonald County Commission

Bryan Hall, Presiding Commissioner

417-223-7516

Jessica Cole, County Clerk, Interim

PO Box 665, Pineville, MO 64856

417-223-7530 Fax 417-223-7519

mcdonald@sos.mo.gov

Jamey Cope
Eastern Commissioner

Rick Lett
Western Commissioner

03-02-2026

INVITATION TO BID

Notice is hereby given that the McDonald County Commission in Pineville, Missouri, is accepting bids for chips sealing that will be used on the following roads:

Specs. using CRS2P oil at .40 gal per square yard with ½ clean chips rate of chips 17.5 # per square yard

Lark Rd Goodman – 18' Wide 1.0 Miles
Garner Rd East – 18' Wide 1.93 Miles
New Bethal Rd – 20' Wide 2.648 Miles
Spider K Rd E & W – 18' Wide 1.4 Miles
Pattern Creek Rd F end – 18' Wide 0.7 Miles
Rocky Rd – 18' Wide 1.789 Miles
County Line Rd – 20' Wide 1.901 Miles
Bear Hollow Rd – 20' Wide 2.3 Miles
Tyson Rd – 18' Wide 0.5 Miles

Garner Rd West – 18' Wide .55 Miles
Gator Rd – 18' Wide 0.325 Miles
Elbert Rd – 18' Wide 1.0 Miles
Patterson Creek Rd 18' Wide 3.0 Miles
Coy Rd – 18' Wide 0.912 Miles
Canning Factory Rd – 18' Wide 2.842 Miles
Hottel Springs Rd – 20' Wide 2.228 Miles
Goff Ridge Rd – 20' Wide 3.2 Miles
Cobb Ln – 18' Wide 0.325 Miles

Total: 28.55 Miles

The McDonald County Commission will be receiving bids until **March 25th at 1:00 p.m.** when bids will be opened by the Commissioners in the Commission room, McDonald County Courthouse, Pineville, MO.

The Commission reserves the right to accept or reject all bids.

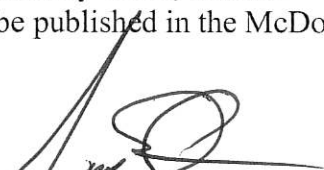
Mailed bids must be in a sealed envelope marked "**sealed bid**" on the outside. Bids should be addressed to the McDonald County Commission, P.O. Box 665 Pineville, MO 64856. Faxed/Emailed bids **will not** be accepted.

Questions should be addressed to the County Commission at 417-223-7516 on Mondays and Wednesdays from 8:00 a.m. to 2:00 p.m.

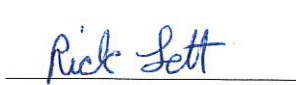
(s) Jessica Cole

(t) County Clerk, Interim

(to be published in the McDonald County Newspaper, March 12th, 2025)


Jamey Cope
Eastern Commissioner


Bryan Hall
Presiding Commissioner


Rick Lett
Western Commissioner

McDONALD COUNTY PRESS

Account #: NWC5518220

Company: MCDONALD CO CLERK

PO BOX 665

PINEVILLE, MO 64856-0665

Ad number #: 580347

PO #:

Matter of: **BIDS Chip and Seal Road Proj**

AFFIDAVIT • STATE OF MISSOURI

I, Maria Hernandez-Lopez, do solemnly swear that I am the Legal Clerk of the **McDonald County Press**, a daily newspaper printed and published in McDONALD county, State of MISSOURI; that I was so related to this publication at and during the publication of the annexed legal advertisement in the matter of :

BIDS Chip and Seal Road Proj

Pending in the court, in said County, and at the dates of the several publications of said advertisement stated below, and that during said periods and at said dates, said newspaper was printed and had a bona fide circulation in said County, that said newspaper had been regularly printed and published in said county, and had a bona fide circulation therein for the period of one month before the date of the first publication of said advertisement; and that said advertisement was published in the regular daily issues of said newspaper as stated below.

And that there is due or has been paid the **McDonald County Press** for publication the sum of \$68.85.
(Includes \$0.00 Affidavit Charge).

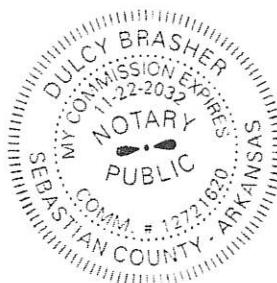
NWA McDonald County Press 03/12/26

Maria Hernandez-Lopez
Legal Clerk

State of ARKANSAS, County of Sebastian,

Subscribed and sworn to before me on this 12th day of March, 2026

Dan Brasher
NOTARY PUBLIC



Chip Seal → 1:07pm

Emery Sepps

28.5 miles

↳ present sons

→ \$ 576,302.30

Chip Seals Specialties \$ 667,858.50
↳ present

Vance Brothers \$ 931,890.25

All Mason Asphalt Services \$ 1,143,600

Janey ①

Rick ②

Motion Carried

table Decision

end of May
estimated



McDonald County Commission

Bryan Hall, Presiding Commissioner

417-223-7516

Jessica Cole, County Clerk

PO Box 665, Pineville, MO 64856

417-223-7530 Fax 417-223-7519

mcdonald@sos.mo.gov

Jamey Cope
Eastern Commissioner

Rick Lett
Western Commissioner

April 13, 2026

Emery Sapp & Sons, INC.
5350 East HWY AA
Springfield, MO 65803

Re: 2026 Chip Seal Bid

The County has accepted your bid for the following:

<u>Description</u>	<u>Quantity Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price</u>
CRS-2P Chipping Oil Applied at .40 Gallons per SY	126,360.00 GAL	\$3.04	\$384,134.40
½" Chips applied at 17.5 lbs. per SY	2,765.00 Tons	\$66.86	\$184,867.90
Mobilization	1.00 LS	\$7,300.00	\$7,300.00

Grand Total: \$576,302.30

Please contact the McDonald County Commission Office for more information 417-223-7530.
Commissioners are available Mondays or Wednesdays from 8:00 AM – 2:00 PM.

Send all invoices to:

McDonald County Clerk

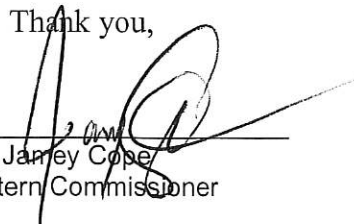
Accounts Payable

PO Box 665 Pineville, Mo 64856

417-223-7530

accounts.payable@mcdonaldcountymo.gov

Thank you,


Jamey Cope
Eastern Commissioner


Bryan Hall
Presiding Commissioner


Rick Lett
Western Commissioner

**100% EMPLOYEE OWNED**

5350 East Hwy AA | Springfield, MO 65803 | ☎ 417.833.9915 | f 417.833.9981

Proposal**EMERY SAPP & SONS, INC.****Job Code: 17-26173 McDonald County Chip Seal 2026****Description: McDonald County Chip Seal 2026****3/25/2026**

Job Code 17-26173 McDonald County Chip Seal 2026
Job Description McDonald County Chip Seal 2026

Bid Date 25-Mar-2026

Proposal				
Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				
CRS-2P CHIPPING OIL APPLIED AT .40 GALLONS PER SY	126,360.00	GAL	\$3.04	\$384,134.40
1/2" CHIPS APPLIED AT 17.5 LBS PER SY	2,765.00	TONS	\$66.86	\$184,867.90
MOBILIZATION	1.00	LS	\$7,300.00	\$7,300.00
GRAND TOTAL:				\$576,302.30

Proposal Certification**- PRICING IS BASED ON 28.55 MILES OF SINGLE CHIP & SEAL.**

- Prices enclosed will be subject to Increases: Price escalation clause for work performed after September 1, 2026. Liquid Asphalt and Production of asphalt, are based on the current Asphalt Price Index.

- ITEMS NOT INCLUDED: REMOVALS (Unless Specifically Bid), ANY AND ALL STORM DRAINAGE IMPROVEMENTS, HANDICAP SIGNS, BUMPER BLOCKS, STAKING/LAYOUT, DOT PERMITS, TEMPORARY OR PERMANENT PAVEMENT MARKING, TRAFFIC CONTROL, ANY AND ALL AGGREGATE BASE ROCK, ANY AND ALL FINE GRADING ASSOCIATED WITH THE BASE ROCK, HERBICIDE, UTILITY ADJUSTMENTS, PATCHING, PAVING FABRIC, ANY AND ALL CONCRETE IMPROVEMENTS, ANYTHING NOT SPECIFICALLY STATED ABOVE, BOND. IF BOND IS REQUIRED CALL FOR PRICING

Any Additional Mobilizations call for pricing

- Any Alteration of deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate.

- Contract Conditions: All Material is guaranteed to be as specified above. All work is to be completed in a workman like manner according to standard practices.

- In the unlikely event of any discrepancies regarding quantities or extended prices, the unit prices will prevail

- THIS PROPOSAL IS VOIDABLE IF NOT ACCEPTED WITHIN 10 DAYS

- PLEASE SIGN AND RETURN ONE [1] COPY OF THIS PROPOSAL TO INDICATE ACCEPTANCE. BE SURE YOU HAVE MARKED ALL OPTIONS AND INITIALIZED THE CONTRACT CONDITIONS AND OTHER PROVISIONS [IF APPLICABLE]. NO WORK ORDERS WILL BE ISSUED UNTIL ESS ASPHALT HAVE A SIGNED PROPOSAL.

- Unsuitable Materials are Excluded From this Proposal and will be negotiated if/when Encountered

- Prices are based on performance of work by our open shop crews. We will not sign any union or project labor agreements as a condition to work on this project.

- ESS Asphalt Reserves the right to perform asphalt paving if the ambient temperature is below 50 degrees F or, if in ESS Asphalts sole discretion weather conditions are not suitable for paving. If Owner/Prime Contractor requests ESS Asphalt to perform Asphalt Paving after Receiving notice of an unsuitable subgrade and/or unsuitable weather conditions, then Owner/Prime Contractor hereby agrees to release ESS Asphalt from any and all Liability and/or Costs or Damages caused by or resulting from such Asphalt Paving.

- This Proposal will become part of the contract

- For any paving to be completed between December 15th and March 1st, Please add \$5,000.00 per occurrence to be paid for the purpose of maintaining a heated asphalt source.

- ESS Asphalt expects zero percent retainage on payments, which is the same as MoDOT has with the Prime Contractor

- Subcontracts must be made to: Emery Sapp & Sons, Inc.

- Base Rock is to be on grade prior to ESS Asphalt arriving on site

- Subgrade to be +/- 1/2" Prior to ESS Asphalt Arriving on Site, and Subgrade/Subbase Shall be Proof Rolled with a Loaded Tandem Truck without Deformation

- Emery Sapp and Sons, Inc. shall not be held responsible for any drainage issue where the percent of fall is less than 2%. Any corrective action will be completed on a time and material basis

- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other government-imposed costs on materials used in the work becomes effective, the Contract Price shall be adjusted to reflect the actual increased cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact. Failure to agree on a price adjustment shall not relieve the Buyer's obligation to pay the increased cost, and the Contractor shall be entitled to an extension of time if such tariffs result in material shortages or delays and/or Contractor may permanently suspend performance because of a delay or the inability of the parties to agree upon an adjusted price.

Proposal Exclusions

- 2.01 Bond is not included in the above proposal. (Available upon request)
- 2.02 Excludes Insurance beyond Commercial liability (specifically pollution liability, OCP, builder's risk or asbestos / hazardous waste policies)
- 2.03 Pavement markings, Bollards, Parking blocks, Handrailing, Fencing, and Permanent signs
- 2.04 All permits, fees, engineering, testing, quality control, and quality control systems
- 2.05 Licensed professional survey or as-builts
- 2.06 Temporary government facilities and controls - bulletin boards, project signs, government field office
- 2.07 Additional Railroad insurance, flagging and/or work within railroad tracks
- 2.08 Cleaning and/or sweeping of adjacent streets and roads beyond above listed scope of work
- 2.09 Excludes traffic control, temporary fence or barricades

Owner Initials: _____

ESS Rep Initials: _____ 1 of 3

**100% EMPLOYEE OWNED**

5350 East Hwy AA | Springfield, MO 65803 | ☎ 417.833.9915 | f 417.833.9981

Proposal**Description****Quantity Unit of Measure Unit Price Total Price****Subtotal Description**

2.10 Excludes any SWPPP and temporary stormwater pollution control plans

Payments to be made as follows:

Estimates Monthly

Terms Net 30 Days

All material is guaranteed to be as specified. All work is to be completed in a substantial workmanlike manner according to the specifications

submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written

orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond

our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation

insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

STANDARD TERMS AND CONDITIONS

Attached to Proposal

Contractual Conditions These Standard Terms and Conditions are not binding upon Emery Sapp & Sons, Inc. (ESS) until Customer has authorized ESS to commence work by execution of the Proposal.

Financial Assurance Customer shall, at the written request of ESS and before the commencement of the Work (or any time thereafter), furnish to ESS reasonable evidence that financial arrangements have been made to fulfill the Customer's obligations to pay ESS. Furnishing of such evidence shall be a condition precedent to commencement or continuation of the Work. After such evidence has been furnished, the Customer shall not materially vary such financial arrangements without prior written notice to ESS.

Warranty Workmanship: ESS warrants that its work will be free from defects caused by faulty workmanship for a period of twelve months after substantial completion of the Work.

Entire Warranty: THE WARRANTIES OF THIS PARAGRAPH ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ESS's Obligation: ESS shall correct any defects due to faulty workmanship, which appear within twelve (12) months after substantial completion of ESS's Work. ESS's obligation and liability under this warranty are limited to the repair or replacement of any defective workmanship, at Customer's site, and shall not in any case extend to any loss of anticipated profits, rents, shutdown or non-operation of the facility, or other consequential loss suffered by Customer from any cause, including defects covered by this paragraph.

Exclusions: This warranty does not cover any failure or defect resulting from: (1) Substrate deterioration or earth movement; (2) Harmful chemicals, fumes, or vapors; (3) Buried hazardous materials; (4) Vandalism or physical abuse; (5) Lack of proper maintenance and repair; (6) Unauthorized penetrations or repairs; (7) Acts beyond the reasonable control of ESS, including without limitation, fire, flood, earthquake, tornado, explosions, Acts of God, or other catastrophic events.

Notice: Any warranty claim must be presented in writing to ESS within 12 months after the substantial completion of the ESS's Work, or the claim shall be waived.

Terms of Payment Payments are due within thirty days from the submission to Customer of an invoice or Application for Payment. A "late payment" charge of one and one-half percent (1-1/2%) per month or the maximum legal interest rate, whichever is greater, will be made on all monies past due and shall be paid immediately

Permits Unless otherwise provided in the Proposal, all building, construction, and other permits required for the Work shall be obtained by Customer at no cost to ESS. Customer shall be responsible for all cost attributable to any delays caused by the Customer's failure to obtain all required permits within the time frame anticipated in this Contract. In addition, the Customer shall be responsible for any and all inspections or tests required by regulatory agencies or code enforcement agencies, as well as corrective measures if required.

Performance Dates The performance schedule, if stated in the Proposal, is approximate and is not guaranteed by ESS. ESS shall not be liable for delays in delivery, fabrication or installation when such delays result from acts of government, acts of God, adverse weather, war, riot, labor disputes, civil insurrection or any other causes beyond ESS's reasonable control, and the date of performance shall be adjusted for any such delays. Further, ESS shall not be responsible for delays in the project caused by the failure of material/equipment suppliers to deliver material, equipment or services in the time and manner agreed upon or in the time and manner anticipated.

Scope Limitations Any material, equipment, structure or service item that is not explicitly a part of this Contract is specifically excluded from ESS's Work. Any item which is not specifically made a responsibility of ESS in this Contract is specifically excluded.

Contract Amendments Either ESS or Customer may propose changes to the Work, and such changes shall be incorporated into the final design as long as proper adjustments in price and schedule are made. The following contract amendment procedure is to be used for work performed for the Customer by ESS, which is beyond the Scope of the signed Proposal. As change order items are identified and before any work is done, ESS and the Customer will review and agree on the work to be performed.

A contract amendment or change order will be completed with regard to scope and price and any schedule impact. All parties involved will sign the contract amendment or change order.

ESS will perform the work and bill the Customer. For time and materials work, back-up documentation will be provided upon request by Customer.

Facility/Site Conditions Customer shall provide adequate working and storage areas, utilities, and reasonable access to the job site. Customer shall pay any additional costs incurred by ESS as a result of variations in the conditions of the project or site (including but not limited to conditions that were not anticipated by ESS.)

Drawings Any drawings and specifications attached or incorporated into the Proposal have been approved by Customer. No changes shall be made in these drawings or specifications without the express written consent of ESS. ESS shall be entitled to full compensation inclusive of profit and overhead for any and all changes in the drawings and specifications and the work depicted therein, and for any schedule delays, caused in whole or in part by any changes. Customer shall take full responsibility for the completeness and accuracy of any and all drawings and data for the Project. Should this information be incomplete or inaccurate, then Customer shall pay any and all additional costs (including overhead and profit) incurred by ESS as a result.

Use of Specifications and Drawings ESS shall make no use of the specifications, drawings, or other documents except in connection with this Contract.

Indemnification Customer agrees to defend and indemnify ESS against any loss or expense from any claim or suit against ESS as a result of any personal injury or property damage caused by the negligence of Customer or its agent, employees, or suppliers. ESS agrees to indemnify Customer for any loss or expense from any claim or suit against Customer as a result of any personal injury or property damage caused by the negligence of ESS or its agents or employees. Neither party shall be required to indemnify the other party for the other party's negligence.

Customer's Insurance Customer will procure and maintain the insurance described below: (a) Construction All Risk, (2) Commercial General Liability, and (3) Property/Casualty Insurance.

Construction All Risk Insurance: Construction All Risk Insurance or Customer's risk insurance having a "replacement value" basis, and including flood and collapse coverage, on all equipment and activities included in the Proposal and all materials and equipment intended for permanent use or incidental to the construction the Project, the cost of which is included in the cost of the Proposal, while in transit to the site of construction, while at temporary storage locations and while in or about the premises awaiting and during construction until the project is accepted in its entirety by the Customer. The policy will: (a) Provide that all losses shall be adjusted with, and made payable to, the Customer or ESS as their interest may appear. (b) Contain no co-insurance clause. (c) Contain 30-day cancellation notice. (d) All deductibles shall be paid by Customer.

Commercial General Liability Insurance: Customer shall maintain commercial general liability insurance from commencement of the Work until twelve (12) months after the Project is finally completed. The limit of liability under such insurance shall be at least \$1,000,000 for any one occurrence.

Owner Initials: _____

ESS Rep Initials: _____ 2 of 3



100% EMPLOYEE OWNED

5350 East Hwy AA | Springfield, MO 65803 | ☎ 417.833.9915 | f 417.833.9981

Proposal

Description	Quantity	Unit of Measure	Unit Price	Total Price
Subtotal Description				

Property/Casualty Insurance: Customer shall purchase and maintain the usual property/casualty insurance on the property and facility in the full replacement value of the property. All monies received under any such policy shall be applied in or towards the replacement and repair of the Work that is lost, damaged or destroyed. Customer and ESS waive all rights against each other and any of their subcontractors, agents, and employees for any damages or liability covered by Customer's insurance, including any right of subrogation. ESS's Insurance ESS will provide and maintain, until completion of the Work, Automobile liability insurance, general liability insurance, and workers' compensation insurance. Proof of insurance will be provided if requested.

Limitation of Liability In no event shall ESS be liable for any indirect, special or consequential loss or damage arising out of any work performed for Customer, including, but not limited to, loss of use, loss of profit, business interruption, interest, loss by reason of shutdown or non-operation of the Customer's facilities, increased expenses of operation of the Project, the facility or other facilities, or special consequential loss or damage, arising from any cause whatsoever, including without limitation, fire. To the fullest extent permitted by law, the total liability, in the aggregate, of ESS to Customer or anyone claiming by or through Customer, for any and all liabilities, claims, losses, expenses, or damages whatsoever arising out of or in any way related to ESS's services, the Project, or the Proposal, from any cause or causes whatsoever, including without limitation, negligence, strict liability, indemnity, warranty, or breach of contract, shall not exceed the Contract Amount.

Cancellation Upon cancellation of this Contract, Customer shall be responsible to ESS for all costs of cancellation, including (1) the proportionate contract price for all Work completed, whether shipped or not, prior to ESS's receipt of notice of cancellation; (2) all costs incurred by ESS in connection with Work not completed at the time notice of cancellation is received; (3) ESS's full anticipated fee for this Contract; (4) all expenses incurred by ESS by reason of such cancellation, including costs arising from termination of subcontractors and vendors; and (5) ESS's reasonable attorney's fees incurred to enforce or defend this provision. This clause shall not limit nor apply to Customer's remedies in the event ESS shall breach or fail to perform any of the terms of this Contract; provided, however, that ESS's liability shall not exceed the limitation of liability set forth in these Terms and Conditions.

Termination If the Customer fails to make payment for a period of 10 days after the date the payment is due, ESS may, upon seven days written notice to Customer, terminate this Contract and recover from the Customer payment for Work executed and for loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead and profit applicable to the Project. If ESS defaults or persistently fails or neglects to carry out the Work in accordance with this Contract or fails to perform a provision of the Contract, Customer, after seven days written notice to ESS, may make good such deficiencies and may deduct the cost thereof from the payment due ESS. If the unpaid balance of the Contract Amount exceeds costs of finishing the Work, such excess shall be paid to ESS, but if such costs exceed such unpaid balance, ESS shall pay the difference to Customer, subject to the limitation of liability set forth in these Terms and Conditions.

Choice of Law This Contract and any disputes arising under or related to it shall be governed by the laws of place where the Project is located.

Dispute Resolution The parties will attempt in good faith to resolve through negotiation any dispute, claim, or controversy arising out of or relating to this agreement. Any party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipients of such notice will respond in writing within five business days with a statement of their position on and recommended solution to the dispute.

Assigns This Contract shall be binding upon the heirs, executors, administrators, successors, survivors, and assigns of the respective parties. Neither party shall assign this Contract without written consent of the other party.

Complete Agreement This Contract sets forth the entire and integrated agreement between Customer and ESS and supersedes any and all prior agreements, representations, and negotiations. No verbal agreement or conversation with any representative or employee of ESS, either before or after execution of the Contract, shall affect or modify any of the terms or obligations of this Contract

Submitted By: Jesse Wallen

Owner Signature: _____

Title of Signee: _____

Date of Signature: _____



McDonald County Commission

Bryan Hall, Presiding Commissioner

417-223-7516

Jessica Cole, County Clerk

PO Box 665, Pineville, MO 64856

417-223-7530 Fax 417-223-7519

mcdonald@sos.mo.gov

Jamey Cope
Eastern Commissioner

Rick Lett
Western Commissioner

April 13, 2026

Al Mason Asphalt Services
157 Scenic Ln
Anderson, MO 64831

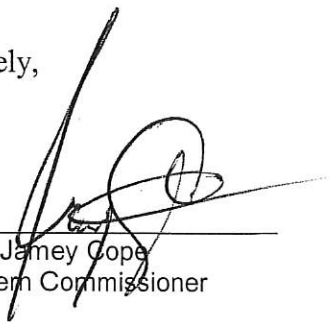
Re: Chip and Seal 2026

Thank you for your participation in the bidding process for Chip and Seal Bid.
We did receive your proposal.

We regret that the McDonald County Commission is unable to accept your proposal. After thorough consideration, the bid was awarded to alternate bidders.

We appreciate your time, effort, and expertise, and look forward to possibly working with you in the future.

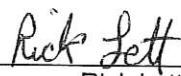
Sincerely,



Jamey Cope
Eastern Commissioner



Bryan Hall
Presiding Commissioner



Rick Lett
Western Commissioner

**Prepared For**

McDonald County Commission, Bryan Hall
 P.O. Box 665
 Pineville, Missouri 64856
 (417) 223-7530

Al Mason Asphalt Services

Phone: (479) 685-9121
 Email: almasonasphaltservices@gmail.com
 Web: www.almasonasphaltservices.com

Estimate # 2817910B

Date 03/24/2026

Description**Total**

Chip Seal Road Resurfacing	\$1,143,600.00
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- To clean and prepare all surfaces to be addressed.

- To apply CRS-2P liquid emulsion binder to existing pavement at a coverage rate of .40 gal per square yard.

- Cover with 1/2" clean limestone chip aggregate at a coverage rate of 17.5 lbs per square yard.

- Compact with pneumatic (tire) rollers.

Roads included in this quote:

Lark Rd Goodman - 18' Wide 1.0 Miles
 95,040 SQ FT

Garner Rd East - 18' Wide 1.93 Miles
 183,427.2 SQ FT

New Bethal Rd - 20' Wide 2.648 Miles
 279,628.8 SQ FT

Spider K Rd E & W- 18' Wide 1.4 Miles
 133,056 SQ FT

Pattern Creek Rd F end - 18' Wide 0.7 Miles
 66,528 SQ FT

Rocky Rd - 18' Wide 1.789 Miles

170,026.56 SQ FT

County Line Rd - 20' Wide 1.901 Miles
200,745.6 SQ FT

Bear Hollow Rd - 20' Wide 2.3 Miles
242,880 SQ FT

Tyson Rd - 18' Wide 0.5 Miles
47,520 SQ FT

Garner Rd West - 18' Wide .55 Miles
52,272 SQ FT

Gator Rd 18' Wide 0.325 Miles
30,888 SQ FT

Elbert Rd 18' Wide 1.0 Miles
95,040 SQ FT

Patterson Creek Rd 18' Wide 3.0 Miles
285,120 SQ FT

Coy Rd - 18' Wide 0.912 Miles
86,676.48 SQ FT

Canning Factory Rd - 18' Wide 2.842 Miles
270,103.68 SQ FT

Hottel Springs Rd - 20' Wide 2.228 Miles
235,276.8 SQ FT

Goff Ridge Rd - 20' Wide 3.2 Miles
337,920 SQ FT

Cobb Ln - 18' Wide 0.325 Miles
30,888 SQ FT

Total of 28.55 miles of road total

Or

2,659,610 square feet

Or

295,512.222 square yards

NOTE:

This quote does not include any asphalt patching, pot hole repair or road edge repairs and is assumed that any patching or asphalt repairs will already be completed by county or other contractors. Striping or any other traffic line painting is also not included in this quote.

Subtotal	\$1,143,600.00
Total	\$1,143,600.00

Payment Schedule

Deposit (50%)	\$571,800.00
Balance (50%)	\$571,800.00

Notes:

Terms and Conditions : Cash or pre approved local checks , no investment account checks . Credit and Debit cards accepted with a 3% fee added to total for processing charges. Make all checks payable to : Al Mason or Al Mason Asphalt Services. All work subject to half down deposit once work has been accepted and balance due in full upon completion of work. Deposit is required to be added to our schedule. Deposits are non refundable once work has started. All refuse materials that are removed during preparation stages shall be disposed of on site , (at a location designated by the customer) unless stated and other arrangements are made. Not responsible for vegetation regrowth. We take every precaution to remove all vegetation and root system and use herbicide sterilants to help prevent any vegetation from growing but it is the customer's responsibility to treat any regrowth of vegetation with herbicides that may come back. Not responsible for any damages done by other contractors and or delivery companies heavy equipment, trucks, etc. Not responsible for damage caused by tornados, extreme flash floods, severe frost or any other acts of God. Any additional work or areas that is performed above and/or beyond the total area or specifications listed in this quote will incur additional charges according to the amounts of extra work performed. The rate of the increased work will be charged at the same unit rate as the worked outlined in the original accepted proposal specifications. Not responsible for inconsistent or inaccurate dimensions or measurements from any site plans or blueprints not made by us. If the total square footage of work performed is greater than the total square feet outlined in this proposal, a price increase will be added to the end total at the same per square foot rate that the accepted work in this proposal is charged at. Prices in this quote are subject to increase after 60 days if material prices increase. Not responsible for any delays caused by weather, asphalt plant breakdowns or scheduling.

By signing this document, the customer agrees to the services and conditions outlined in this document.

A handwritten signature in black ink, appearing to read "Al Mason", written over a horizontal line.

Al Mason

McDonald County Commission, Bryan Hall



McDonald County Commission

Bryan Hall, Presiding Commissioner

417-223-7516

Jessica Cole, County Clerk

PO Box 665, Pineville, MO 64856

417-223-7530 Fax 417-223-7519

mcdonald@sos.mo.gov

Jamey Cope
Eastern Commissioner

Rick Lett
Western Commissioner

April 13, 2026

Chip and Seal Specialties, LLC
P.O. Box 295
Cape Fair, MO 65624

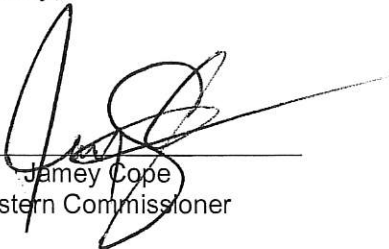
Re: Chip and Seal 2026

Thank you for your participation in the bidding process for Chip and Seal Bid.
We did receive your proposal.

We regret that the McDonald County Commission is unable to accept your proposal. After thorough consideration, the bid was awarded to alternate bidders.

We appreciate your time, effort, and expertise, and look forward to possibly working with you in the future.

Sincerely,



Jamey Cope
Eastern Commissioner



Bryan Hall
Presiding Commissioner



Rick Lett
Western Commissioner

CHIP & SEAL SPECIALTIES, LLC

BID

P.O. Box 295 Cape Fair, MO 65624
Phone (417) 896-0181
Email: Brian@chipsealspecialties.com

PROPOSAL SUBMITTED TO McDonald County Commission	PHONE 417-223-7530	DATE 3/25/2026
STREET P.O. Box 665	JOB NAME 2026 Chip Seal	
CITY, STATE AND ZIP CODE Pineville, MO 64856	JOB LOCATION County Wide	
Email	ARCHITECT - ENGINEER	ATTN: Bryan Hall

Pricing Includes the Following Items

- * Sweep & Clean Existing Roadway
- * Apply A Single Chip & Seal Using CRS-2P Chipping Oil Applied at a Rate of .40 Gallons Per Square Yard and 1/2" Clean Limestone Chips Applied at a Rate of 17.5 LBS Per Square Yard
- * Traffic Control as Needed

Total Per Squar Yard (See Attached Sheet for Per Road Breakdown) \$2.10

Estimated Total Square Yards - 315,885 SY @ \$2.10..... \$663,358.50

Mobilization - 1 LS \$4,500.00

Bid Total..... \$667,858.50

NOTES

- * Patching, Healing of Edges & Prep Work By Others
- * Pricing Good for 30 Days From Above Date

Date of Proposal 3-25-2026 Submitted By 
Date of Acceptance _____ Accepted By _____

UNLESS NOTED, PRICE DOES NOT INCLUDE THE FOLLOWING ITEMS: STORM DRAINAGE - UNDERCUT AND FILL
BACK OF UNSTABLE MATERIAL - TESTING - ADEQ (NPDES) PERMIT - STRIPING / PARKING BLOCKS / SIGNAGE



McDonald County Commission

Bryan Hall, Presiding Commissioner

417-223-7516

Jessica Cole, County Clerk

PO Box 665, Pineville, MO 64856

417-223-7530 Fax 417-223-7519

mcdonald@sos.mo.gov

Jamey Cope
Eastern Commissioner

Rick Lett
Western Commissioner

April 13, 2026

Vance Brothers, LLC
5201 Brighton Ave
Kansas City, MO 64130

Re: Chip and Seal 2026

Thank you for your participation in the bidding process for Chip and Seal Bid.
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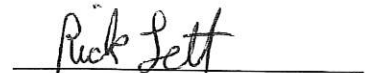
Sincerely,



Jamey Cope
Eastern Commissioner



Bryan Hall
Presiding Commissioner



Rick Lett
Western Commissioner



Bringing Integrity to the Surface.

PROPOSAL

Submitted To:	Date:
McDonald County Commission	3/23/2026
Address:	Project Name:
502 Main Street, PO Box 665	2026 Chip Sealing
City, State, Zip:	Project No:
Pineville, MO 64856	
Contact:	Project Location:
Commissioners	Various County Roads
Phone:	Email:
417-223-7530	mcdonald@sos.mo.gov

Vance Brothers shall furnish all labor, material, and equipment necessary to complete material installation. All work shall be done in accordance with the Standard Specifications.

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	Single Chip Seal	315,895	SY	\$ 2.95	\$ 931,890.25
					\$ -
TOTAL PRICE					\$ 931,890.25

NOTES: Chip Seal to be installed according to County's specificaiton included in the Invitation to Bid.

A copy of the specification is attached to this bid.

Square Yards determined by the street list included in bid invitation.

* Excludes: Permits, lab, testing, staging area, water meter, engineering fees, surveying, striping, and utility adjustments

* Extra mobilizations and days will be billed if needed

* Work shall be completed during the typical seasonal months of March through October.

* Price includes Asphalt Cement or emulsion applied by Vance Brothers (Unless otherwise agreed upon)

* Payment for each item shall be made based on the plan quantities shown in this proposal. Unless the Owner issues a written change order reducing the scope or plan quantities, Vance Brothers shall be entitled to bill for and be paid the full plan quantities regardless of minor variations in field-measured quantities.

* In the event the Owner issues a written change order that reduces the scope of work or plan quantities for any bid item, Vance Brothers shall be entitled to adjust its unit prices proportionally so that the total compensation for that item remains equal to the original contract amount based on the plan quantities.

*If actual measured quantities exceed the plan quantities, Vance Brothers shall be entitled to payment for the additional quantities at the same contract unit prices, unless otherwise agreed in writing.

*Payment terms are net 30 if your company has a credit account at Vance Brothers. Otherwise, total price must be paid before work is started.

*Representation from owner is expected to be on site during construction.

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative Vance Brothers hereinafter "Contractor" has the power to modify the provisions hereof in any respect, that the Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment not set forth in writing in this Agreement and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.

2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative successors where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor. Owner agrees that Contractor has permission to obtain Owner's credit report and shall sign all necessary documents to allow this credit check.

3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, labor shortages, riots and other public disturbances, acts of God, pandemic, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.

4. If any provision of this agreement is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect to the greatest extent possible. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Missouri, irrespective of any conflict of laws provisions, and that venue for any dispute or litigation arising out of this Agreement shall be only in Jackson County, Missouri.

5. As directed by the Owner, construction lender, public body or any alteration or deviation from the specifications that involves extra cost (subcontractors, labor, materials, etc.) will be performed only after the parties have entered into a written change order. However, Owner hereby authorizes Contractor to make any such repairs or changes and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein even if no written change order is executed.

6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation when the Owner is in arrears in making progress payments or the final payment.

7. Contractor will maintain worker's compensation insurance for its employees and comprehensive coverage liability insurance policies.

8. Contractor may substitute materials without notice to the Owner in order to allow work to proceed, provided that the substituted materials are of no less quality than those listed in the specifications.

9. Contractor shall not be responsible for underlying materials of the pavement.

10. The parties agree that in the event of breach of any warranty, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages direct, indirect, or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, cracksealer, tar, etc.), caused by others besides employees of Vance Brothers, regardless of whether such damage occurs or is worsened during the performance of the job.

11. All Work has a ONE YEAR WARRANTY on workmanship and material unless otherwise noted in this contract. Final contract price will be determined from actual field measurements of completed work at the unit prices given. Additional work can be done at your request, at an additional charge while the crew is on site if time and materials are available. Vance Brothers is not responsible for damage due to scaring, marking, vandalism, mag chloride. All warranties are void if the contract is not paid in full on time.

12. If any payment under this Agreement is not made when due, the Contractor may suspend work or terminate all work on the job. Any failure to make payment is subject to a lien claim to be enforced against the property in accordance with all applicable lien laws.

13. In the event the amount of Contract is not paid within 31 days from completion, the account shall be in default. The Owner and acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs or expenses incurred in the collection of the defaulted account, or in any part thereof, including, but not limited to, attorney's fees, court cost, etc., and further agrees that the defaulted account, and any part thereof, including attorney's fees, court cost, etc., shall bear interest at the rate of 1.5% per month, which is 18% per annum, on the all such unpaid balances.

14. If any provision of this Contract is found unenforceable by any court or tribunal, Owner and Contractor agree that such provision shall be modified to the minimum extent necessary to render it enforceable, and that the remainder of this Contract shall not be otherwise affected. The mutual agreement of the parties hereto is comprised of each and every provision hereof, and no provision shall individually be held unenforceable for lack of mutuality. This Contract constitutes the entire agreement between the parties and may not be amended except by written agreement executed by the parties. This Contract constitutes the complete agreement between the parties and supersedes any and all prior understandings, conversations, and proposals.

15. The Contractor will exercise reasonable care when performing the work but will not be liable in any manner for any damages caused in whole or in part by other tradesmen, heavy trucks or chemical spills, including, but not limited to, products not adhering to previous chemical spills. Contractor will not be responsible for fugitive or wind-blown materials if instructed to apply in windy conditions.

16. This contract shall become binding when signed by all parties and the authorized officer of the Contractor. Owner is still liable for the full amount of contract even if the contract is terminated for any reason at any time.

17. Any notice required or permitted under this Agreement shall be given by hand delivery, certified or registered mail at the addresses contained in the Agreement.

18. Owner further agrees that the equity in the property is security for payment of the Contract price. This Contract shall become binding upon the written acceptance hereof by the Contractor (or its authorized Agent) or upon commencement of the work by Contractor, whichever is earlier.

19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.

20. The proposal will expire within 60 days from date unless extended in writing by the company. After 60 days, Contractor may revise its price in accordance with costs in effect at that time.

Please sign in spaces provided below to indicate acceptance and return original. This proposal will expire in sixty (60) days from date above, if it is not accepted within that time. If accepted, shall constitute a contract between the parties to this proposal. Payment terms are net 30 days from invoice, unless otherwise stated.

SUBMITTED:		ACCEPTED:	
Vance Brothers, LLC 5201 Brighton Ave. Kansas City, MO 64130 816-923-4325			
By: <u></u> Shawn Brost, Vice President		By: _____	
Date:	<u>3/23/2024</u>	Date:	





Bringing Integrity to the Surface.

Quotation

LATE

Project Name: 2026 McDonald County, MO Exp 12.31.2026

Submitted To:
McDonald County, MO

Submitted By: Haley Finnegan
Phone: 816-922-8018
Email: hfinnegan@vancebrothers.com
Date: 3/18/2026
Expiration Date: 12/31/2026
Quote #: Q-06662-C2T6

Vance Brothers LLC is pleased to quote the following:

Item	Description	UoM	Price
CRS-2	FOB Vance Brothers Kansas City	GAL	\$2.55
AEP - CATIONIC	FOB Vance Brothers Kansas City	GAL	\$2.95
FREIGHT OUTBOUND	Freight to McDonald County, MO	GAL	\$0.22

****FUEL SURCHARGES WILL BE ADDED AND BASED ON THE CURRENT FUEL SURCHARGE AT THE TIME OF SHIPMENT. THE FUEL SURCHARGE IS BASED ON THE MIDWEST AVERAGE FUEL PRICES POSTED WEEKLY AT WWW.EIA.DOE.GOV. THE CURRENT FUEL SURCHARGE IS %.**

Delivery terms are as follows:

- MINIMUM FREIGHT CHARGE FOR LOADS LESS THAN 46,000 POUNDS
- DELIVERIES CANCELLED WHILE TRUCK IS ENROUTE SHALL BE SUBJECT TO A MINIMUM FREIGHT CHARGE.
- RETURNED PRODUCT MAY BE SUBJECT TO A \$100.00 UNLOADING CHARGE AND A RESTOCKING CHARGE OF 20% PER GALLON.
- PRICES DO NOT INCLUDE ANY APPLICABLE SALES TAX.
- PUMP CHARGE IF REQUESTED \$125.
- DROP TRAILER RENTAL FEE \$1500.00 A WEEK OR \$350.00 A DAY IF REQUESTED.
- DEMURRAGE \$100 PER HOUR AFTER FIRST 2 FREE HOURS.

PLEASE NOTE: Buyer hereby accepts the conditions of sale accompanying this agreement. This quotation must be signed and returned via facsimile to or digitally signed and returned via email to **hfinnegan@vancebrothers.com** within five (5) days of the above date.

By signing this quote, the buyer is not required to purchase the material and quantity quoted, however, Vance Brothers LLC reserves the right to not honor the quoted price without a returned quotation in the allotted time frame. NO EXCEPTIONS.



Quotation

Thank you for allowing Vance Brothers LLC to submit this quotation. Please contact me if you have any questions or concerns.

Sincerely,
VANCE BROTHERS LLC

Accepted By:

Haley Finnegan

(Company Name)

Sales Representative

(Buyer Signature)

(Title)

(Date)

