

**Aquila**

Terry Hedrick
Director Of Generation Services
Generation
Power Supply

Aquila Networks
10700 East 350 Highway
P.O. Box 11739
Kansas City, MO 64138-1872
Tel 816-737-7854
Fax 816-743-3854
terry.hedrick@aquila.com

April 6, 2005

Robert Leeper
Cass County Commission
102 E. Wall Street
Harrisonville, MO 64701

FILED**MAY 11 2006****Missouri Public
Service Commission**

Dear Mr. Leeper:

As per our previous discussions, Aquila desires to work with the County to improve 243rd street via a joint venture to perform road preparation (Cass County) and asphalt pave (Aquila). In addition, the same process is desired for the road frontage to the South Harper Peaking Facility along South Harper road.

Please accept this letter as a Limited Notice to Proceed (LNTP) noting that Cass County has begun road preparation, and that Aquila will accept the low bid procured in a competitive bid process. Ashland (APAC-Kansas, Inc.) has provided the low bid of \$170,121.25 (3/25/05 proposal). Aquila is in the process of preparing a purchase order to Cass County for the asphalt portion of this project. As per previous discussions, the road project will be designed and constructed under the direction of Cass County.

Sincerely,

Terry S. Hedrick

cc: Glenn Keefe – VP Missouri Operations
Tom Miller – Site Manager

Exhibit No. 129
Case No(s). EA-2006-0309
Date 5-4-06 Rptr YU

TANDEM PAVING CO., INC.

Parking Lots - Driveways - Tennis Courts - Roadways

P.O. Box 1417

816-228-6398
FAX: 816-228-3929

Blue Springs, MO 64013

PROPOSAL

March 22, 2005

Proposal 14251

Cass County Commission
102 E. Wall
Harrisonville, MO 64701
Telephone 380-8155 Fax 380-8155

Work to be performed at: **Cass County**
Street: **243rd & Harper**

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of the following:

- 243rd 4760' x 24' consisting of 3" base asphalt and 2" surface asphalt.
- Harper 1640' x 24' consisting of 3" base asphalt and 2" surface asphalt.
- Total tons 4,750 (2,850 tons base; 1,900 tons surface).
- Materials placed over your approved subgrade.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of one hundred seventy-nine thousand one hundred seventy dollars. (\$179,170.00) with payment to be made as follows: **Net upon completion.**

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 are contingent upon strikes, accident or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Tandem Paving Co., Inc will take out workmen's compensation and public liability insurance on above work.

Notice To Owner: Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429.RSMo. To avoid this result, you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Respectfully submitted,


David D. Smith IV, President

We may withdraw this proposal if not accepted within 30 days.

Accepted by:
Date:

ASHLAND.**APAC-Kansas, Inc.**

A subsidiary of Ashland Paving And Construction, Inc.
 Kansas City Division
 7355 W. 162nd Terrace
 Overland Park, Kansas 66085
 Tel: 913-814-6700 / Fax: 913-814-6766
www.apac.com

TO : Cass County Commission
 102 E. Wall Street
 Harrisonville, Missouri 64701
 Phone: (816) 380-8155
 Fax: (816) 380-8156
 Attn: Robert Leeper

Effective Date: 3-23-05

REF: 243rd Street & Harper Road.

Drawing No. : N/A
 Revision No. : N/A
 Dated : N/A

APAC-Kansas Inc., Kansas City Division, ("APAC") offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction of improvements of 243rd Street & Harper Road, at Cass County, Missouri, which property is owned by Cass County Commission, 102E. Wall Street, Harrisonville, Missouri 64701.

Description of Work and Price:

| Description | Qty | Unit | Unit Price | Extension |
|--|-------|------|--------------|----------------------|
| 5" Asphalt pavement (243 rd & Harper Rd.) 17,066 SY | 4,693 | TONS | \$ 36.25 | \$ 170,121.25 |
| | | | TOTAL | \$ 170,121.25 |

These unit prices include materials and workmanship per plans and specifications referenced above. Our prices do not include the following: demolition and site preparation, surveying, staking, material testing, string line setting, sales tax, permits, bonds, testing, signage, bollards, barricades and lights, project layout, storm sewer related work, any concrete installation utility relocation and/or modifications, curb painting, fire lane marking, crosswalks, on and off-site pavement marking, erosion control, installation of filter fabric and/or geotextile, sod, seed, mulching, back-filling of trenches.

Clarifications:

- 2" Asphalt Surface: APWA Type 3, Recycle.
- 3" Asphalt Base: APWA Type 1, Recycle.
- The above items are tied.
- Pavement marking by others.
- Cass County to perform all asphalt patching and wedging.
- 2005 Day Work.
- The above referenced project is tax exempt.
- One (1) mobilization, additional mobilizations at \$2,500.00 each.
- No shoulder grading and / or edge protection is not included.

243rd Street 4750' X 24' = 12,693 SY.
 Harper Road 1840' X 24' = 4,373 SY.

APAC-Kansas Inc., Kansas City Division contract and proposal is based on having free access to the project and working continuously so we can complete our items of work with One (1) mobilization. Additional mobilizations will require an additional charge of \$ 2,500.00 each. Payment, Performance and Maintenance Bonds are not included, please add 1.0% to the total if required. APAC-Kansas Inc., Kansas City Division will perform the work according to our normal operating schedule. Prices proposed are binding for thirty (30) days (only for the duration of the project as originally planned), after such time the prices proposed are subject to escalation based upon increases in APAC-Kansas Inc., Kansas City Division costs.

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by APAC.

ASHLAND**TERMS AND CONDITIONS - Proposal and Contract**

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the state in which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent (10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Jackson County, Missouri, and you waive any right to jurisdiction and venue in any other place.

Initial: _____



This proposal expires thirty (30) days from the effective date of this Proposal.

If you agree to these terms, prices and conditions, including the terms and conditions on the reverse side, please acknowledge acceptance by signing in the space provided and return the original heretofore to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.

This document will become part of any contract agreement between prospective bidder and APAC-Kansas, Inc., Kansas City Division.

SUBMITTED BY:

ACCEPTED:

APAC-KANSAS INC., KANSAS CITY, DIV.

By: _____
(Name and Title)

By: _____
(Name and Title)

NOTICE TO OWNER

Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property, which is subject of this contract pursuant to chapter 429, R.S. MO. To avoid this result you may ask this contractor for "Lien Waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

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