

192 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

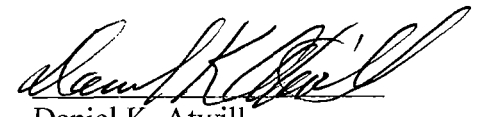
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby adopt the attached proclamation recognizing the University of Missouri Extension 100<sup>th</sup> Anniversary.

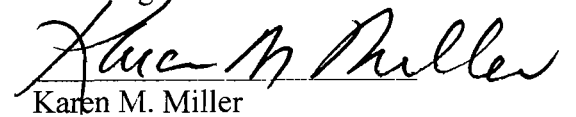
Done this 29th day of April, 2014.

ATTEST:

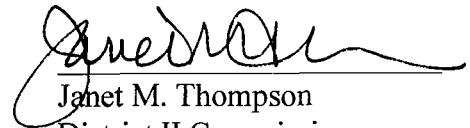
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# PROCLAMATION RECOGNIZING UNIVERSITY OF MISSOURI EXTENSION 100<sup>TH</sup> ANNIVERSARY

*Whereas,* The Smith-Lever Act of 1914 established the Cooperative Agricultural Extension Service, which allowed people from across the state to benefit from the knowledge of our land-grant universities; and

*Whereas,* In the beginning, MU Extension workers demonstrated how to improve the yield and quality of agricultural products and how to benefit from better nutrition; and

*Whereas,* As communities developed in urban areas, MU Extension's programs evolved to address new challenges; today's programs include after-school youth leadership curriculums in federal housing developments, as well as food and nutrition education for those with limited resources; and

*Whereas,* Since 1960, MU Extension has offered continuing education programs in fire and rescue, law enforcement and nursing; and

*Whereas,* MU Extension connects communities with the resources of the University of Missouri to provide access to practical education and research that will help people solve problems, develop skills and build a better future; and

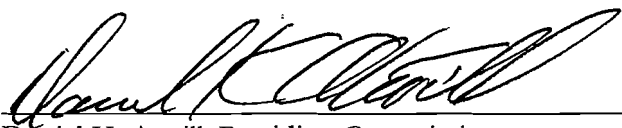
*Whereas,* MU Extension creates a better Missouri by providing lifelong learning, addressing environmental concerns, developing a workforce for a stronger economy, discussing global food systems and improving public health; and

*Whereas,* For 100 years, MU Extension has partnered with Missourians to convey research-based knowledge such that it helps improve lives and communities throughout the state.

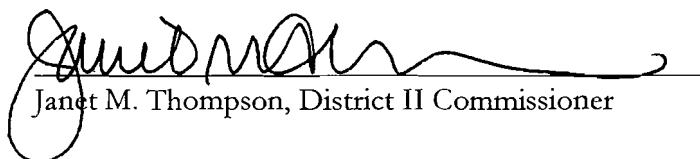
*Therefore,* on behalf of the citizens of Boone County and all of Missouri, the Boone County Commission does hereby recognize MU Extension for 100 years of success and expresses its support of the next 100 years.

IN TESTIMONY WHEREOF, this 29th day of April, 2014.

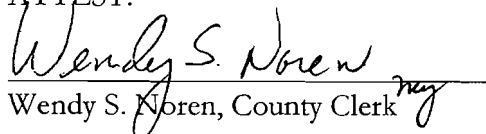


  
Daniel K. Atwill, Presiding Commissioner

  
Karen M. Miller, District I Commissioner

  
Janet M. Thompson, District II Commissioner

ATTEST:

  
Wendy S. Noren, County Clerk

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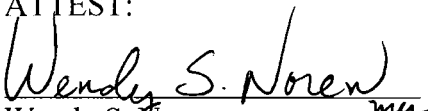
the following, among other proceedings, were had, viz:

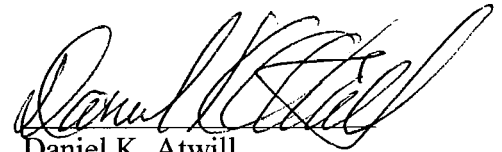
Now on this day the County Commission of the County of Boone does hereby approve the request by Ralph and Rosalee Higgins on behalf of Capital Quarries and APAC Missouri, Inc., for a temporary asphalt plant on 100 acres located at 23300 S. Hwy 63, Hartsburg with the following conditions:

- All equipment and materials used for the production of asphalt at this location shall be removed within 60-days of the date the paving project is complete.
- Asphalt produced at this location may only be used on the Highway 63 resurfacing project.

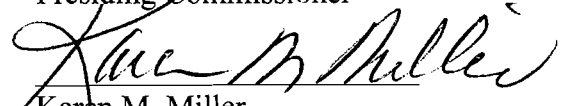
Done this 29<sup>th</sup> day of April, 2014.

ATTEST:

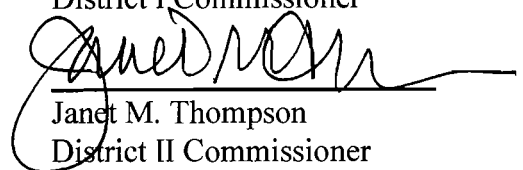
  
 Wendy S. Noren  
 Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

194-2014

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County of Boone } ea.

April Session of the April Adjourned

Term. 2014

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby **deny** the petition by SS4US, LLC for permission to vacate and replat Lot 2 of Pin Oak Subdivision Block III, located at 1312 N Pin Oak Blvd., Columbia.

Done this 29<sup>th</sup> day of April, 2014.

ATTEST:

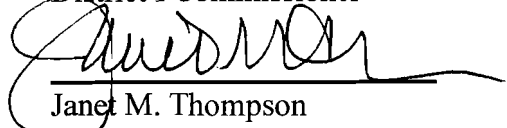
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Darriel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner



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STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby **approve** a petition submitted by H-Town Properties to vacate and re-plat County View Acres, excluding Lot 54, as shown in Plat Book 7, Page 74 of Boone County Records, and located at 14001 N Old Number 7, Harrisburg.

Said vacation in not to take place until the re-plat is approved.

Done this 29<sup>th</sup> day of April, 2014.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

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County of Boone } ea.

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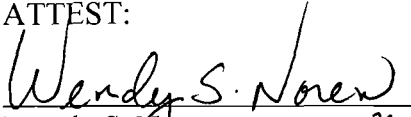
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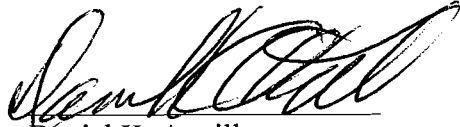
Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to appropriate funds for the one-time collection event sponsored by the Mid Missouri Solid Waste Management District.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1360	71100	Solid Waste	Outside Services		5,000
1123	86800	Emergency & Contingency	Emergency	5,000	
				5,000	5,000


Done this 29th day of April, 2014.

ATTEST:

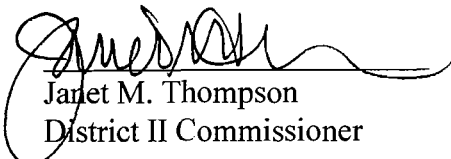
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Karen M. Miller

District I Commissioner

  
Janet M. Thompson

District II Commissioner

**BOONE COUNTY, MISSOURI  
REQUEST FOR BUDGET REVISION**

**RECEIVED**

3/19/14  
**EFFECTIVE DATE**

**MAR 19 2014**

**FOR AUDITORS USE**

**BOONE COUNTY AUDITOR**

**(Use whole \$ amounts)**

Dept	Account	Fund/Dept Name	Account Name	Transfer	
				From Decrease	To Increase
1360	71100	Solid Waste	Outside Services		5,000
1123	86800	Emergency & Contingency	Emergency	5,000	
				<b>5,000</b>	<b>5,000</b>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

The Mid Missouri Solid Waste Management District is coordinating a one-time collection event for MU, City of Columbia, and County for pickup of tires, electronics, appliances, etc. This amount was not budgeted for 2014. There should be no budgetary impact for this or subsequent years.

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO  
If not, please explain (use an attachment if necessary):

  
Requesting Official

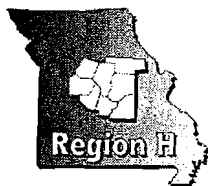
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

*cg*  
  
Auditor's Office  
PRESIDING COMMISSIONER

  
DISTRICT I COMMISSIONER

*Agenda*  
  
DISTRICT II COMMISSIONER



*Mid-Missouri Solid Waste  
Management District*

P.O. Box 6015, Columbia, Missouri 65205-6015  
(573) 874-7574 Fax # (573) 874-7526

March 17, 2014

Thad Yonke  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, MO 65201

Mr. Yonke,

Mid Missouri Solid Waste Management District (MMSWMD) is excited to be coordinating a one day collection event for the University of Missouri, City of Columbia, and Boone County. It will take place Saturday, May 10, 2014 from 9:00 am to 1:00 pm in the parking lot of MU's Reactor Field.

The collection event will give district residents the opportunity to drop off unwanted scrap tires, electronics, appliances, and household hazardous waste at one location. Boone County's readiness to help sponsor this event will allow MMSWMD to offer these services at no cost to the community.

In addition to securing vendors for the event, MMSWMD staff will be proactive with advertising. We will place weekly ads in newspapers district wide, contact radio stations, and send out press releases. Also, a flyer will be generated and provided to you and other sponsors to display at your facility.

We understand that requesting reimbursement through your finance department can be a process and time consuming. In an effort to assist you in expediting the request, I have enclosed an invoice for the amount of your sponsorship.

MMSWMD would like to thank you for your generosity in assisting us in putting on this event. We are confident it will be a success.

If you have any questions please do not hesitate to contact the district office at (573) 874-7574.

Sincerely,

DeAnna Trass  
MMSWMD Manager

Enclosure





197-2014

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County of Boone } ea.

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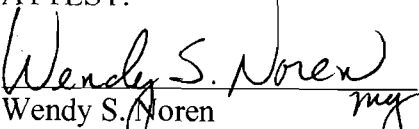
In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Benton & Associates, Inc. for design and bidding services for the removal and replacement of Boone County Bridge No. 3070006 on Mexico Gravel Road.

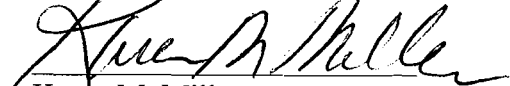
Done this 29<sup>th</sup> day of April, 2014.

ATTEST:

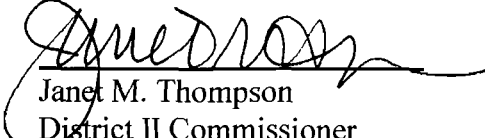
  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

197-2014

**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 29<sup>th</sup> day of April, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** BENTON & ASSOCIATES, INC.

**Project/Work Description:** SEE ATTACHMENT A

**Proposal Description:** Design & Bidding Services for the removal and replacement of Boone County Bridge No. 3070006 on Mexico Gravel Road.

**Modifications to Proposal:** Fees and expenses for Design and Bidding Phases shall not exceed \$55,300.00 (Fifty-five thousand, three hundred dollars) Lump Sum without prior written approval of Owner. Construction Phase services are billed on an hourly basis up to a maximum of 20 hours of staff time without prior written authorization.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

**BENTON & ASSOCIATES, INC.**

By Shannon Howe

Title: Principal

Dated: April 9, 2014

**BOONE COUNTY, MISSOURI**

By [Signature]

Presiding Commissioner

Dated: 4-29-14

**APPROVED AS TO FORM:**

[Signature]  
County Attorney

**ATTEST:**

Wendy S. Noren  
County Clerk

**APPROVED:**

[Signature]  
Resource Management Director

**Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

Janie E. Pitchford 4/17/14 2041-71102  
Auditor by [Signature] Date



197-2014

**Boone County Bridge No. 3070006  
Mexico Gravel Road**

**ATTACHMENT A**

**Project Description**

The following project description was used to develop the scope of work and fee for the project:

- The existing bridge will be removed and replaced with a new single span steel girder bridge with a composite concrete deck. The design will provide for options that allow for the steel girders to be either a standard rolled W-beam or a short plate girder beams, whichever is the most economical. The new bridge shall, in general, follow the existing alignment with minor improvements to the horizontal and vertical roadway alignment. The rail on the bridge shall a Kansas corral style with modifications to allow the connection of steel approach rails. The road will be closed to through traffic. A detour route will be marked. All removal and construction activities will be performed by a contractor. No in-kind work will be performed by County forces. In general, design services will be provided by Benton & Associates, Inc. and bidding & construction phase services will be provided by Boone County.
- The bridge will be designed for a clear width between the guard rails equal to 26-28 feet. This dimension will be finalized during the preliminary design process.
- Design Speed 45 mph
- The design truck loading will be the HS20-44 and 3S2. The bridge will be load rated for the HS20-44, H20, 3S2, MO5, and 4S3P.
- A small scale study will be performed by Benton & Associates, Inc. to compare the cost of removing deficiencies A & B (deck condition, superstructure condition) vs. replacing the bridge in an effort to convert that status of this bridge from “eligible for partial funding” to “eligible for full funding”.
- After construction is complete, Benton & Associates, Inc. will prepare a “request for soft match credit” submittal on the County’s behalf and submit it to MoDOT in an effort to obtain soft match credit for 80% of the non-federal funded costs.
- The utilities which are expected to require coordination efforts include electric power and telephone. Based on the absence of markers and visible valves in the immediate vicinity of the bridge, no gas or water mains are expected in the project area.

## Scope of Services

### ARTICLE I - SCOPE OF SERVICES

#### A. DESIGN PHASE - The Engineer will:

1. conduct topographic, property and utility surveys sufficient to develop plans for the project;
2. arrange and pay for soil borings and foundation recommendations;
3. conduct hydraulic studies, develop preliminary design plans and report to document the design considerations and decisions made to support the design;
4. provide 3 copies of preliminary plans, estimates and studies for review by the Boone County staff. Benton & Associates, Inc. will meet with Boone County staff to review the preliminary design and discuss potential revision considerations.
5. prepare for signature, and mail (or email) to the respective agencies, the applications for permits related to water quality. This includes coordinating with the Missouri Department of Natural Resources and the U.S. Army Corps of Engineers and the preparation of flood development permits or No-Rise certificates for County approval as required by the Federal Emergency Management Agency (FEMA);
6. prepare and submit to MoDNR, information pertaining to the bridge site and structure in an effort to obtain a Section 106 clearance from the Missouri Department of Natural Resources;
7. prepare and submit applications for permits related to noise abatement and air quality, if necessary; and;
8. arrange and pay for a qualified inspector to perform an inspection of the structure for asbestos and lead in accordance with MoDNR requirements related to demolition; and
9. contact utility companies which are identified by Missouri One Call or have marked facilities in the project and provide them with a set of plans for the project and request they respond with a plan for relocation or accommodation of construction activities. Schedule, coordinate, and administer up to 2 meetings with same utilities.
10. secure adequate property title information, determine right-of-way requirements, prepare right-of-way plans, easements, and donation letters, for use by Boone County in acquiring, by donation, the right-of-way needed for the project;

197-2014

11. prepare detailed construction plans, cost estimates, structural inventory & appraisal forms, specifications and related documents as necessary for the purpose of receiving soliciting bids for constructing the project;

**B. BIDDING PHASE -**

1. answer questions from Boone County staff regarding interpretation of the plans or specifications.
2. Prepare addenda for the purpose of clarifying design details during the bidding phase.
3. Assist with the evaluation of bids as requested. Bid tabulation to be prepared by Boone County.

**C. CONSTRUCTION PHASE -**

1. participate in a preconstruction conference to discuss project details with the Contractor;
2. as requested by Boone County staff, make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. It is contemplated that structure layout will be accomplished by the contractor .
3. review and comment on or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for general conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received;
4. prepare and submit to MoDOT a "request for softmatch credit" packet for the project.

197-2014

### **EXCLUDED SERVICES**

The following services are not included in the scope of services and are specifically excluded from the Scope of Services. If these services are required, then a supplemental agreement is required to add the scope and additional fee:

- 1) Evaluations, Studies, Site Visits, etc. for the purpose of evaluating the presence of endangered species or the presence of habitat to support endangered species, which may be required by the MoDOT, Mo. Dept. of Conservation, U.S. Fish & Wildlife, or the FHWA.
- 2) Studies, delineations, evaluations, of potential wetlands in the project area as requested by permitting agencies.
- 3) The design, development, coordination of wetland mitigation plans, reports, etc.
- 4) Administration, coordination, preparation, appraisals, letter offers, condemnation activities, and any other tasks related to the acquisition of right of way by any means except donation.
- 5) Surveying, staking, re-design efforts, etc. to avoid conflict with a utility.
- 6) Preparation & coordination efforts required for utility agreements.
- 7) Testing of compaction & moisture for embankment, base, and pavement.
- 8) Preparation and submittal of documentation to support the use of In-Kind work by County forces.
- 9) Mitigation of adverse affects to archeological sites or historic structures, including; Memorandum of Agreements, Archeological Studies, Historical Reports as requested by permitting agencies.
- 10) Construction observation & administration of the construction contract.
- 11) Staking & layout of the structure for construction.
- 12) Re-design efforts that affect roadway alignment, grading, etc. deemed required by Boone County after the preliminary plans have been approved by Boone County.



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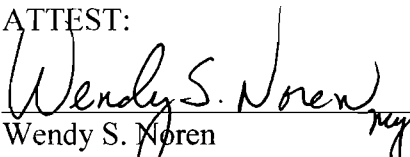
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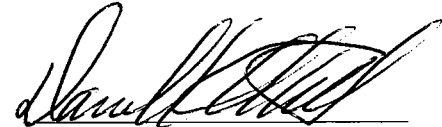
Now on this day the County Commission of the County of Boone does hereby award bid 14-27MAR14 – TRMSS Fog Seal Pavement Preservation 2014 to Christensen Construction Co.

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

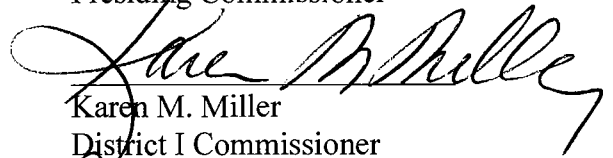
Done this 29th day of April, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: April 17, 2014  
RE: 14-27MAR14 – TRMSS Fog Seal Pavement Preservation 2014

14-27MAR14 – TRMSS Fog Seal Pavement Preservation 2014 opened on March 27, 2014. One bid was received and Resource Management recommends award by low bid to Christensen Construction Co.

Cost of the contract is \$59,672.97 and will be paid from department 2041 – Pavement Preservation, account 71202 – Infrastructure Preservation/Rehabilitation. \$54,783.00 was estimated for this project.

cc: Daniel Haid, Resource Management  
Derin Campbell, Resource Management  
Bid File

ATT: Bid Tabulation



14-27MAR14 - TRMSS Fog Seal 2014 Pavement Preservation			ENGINEER'S ESTIMATE		Christensen Construction (Columbia, MO)	
BID TABULATION			ENGINEER'S ESTIMATE		Christensen Construction (Columbia, MO)	
Description	Unit	Qty.	Unit Price	Total	Unit Price	Total
Fog Seal, TRMSS	SY	54,333	\$1.00	\$54,333.00	\$1.09	\$59,222.97
Temporary Centerline Markers (Spaced 40' o/c)	EA	450	\$1.00	\$450.00	\$1.00	\$450.00
<b>Bid Total</b>				<b>\$54,783.00</b>		<b>\$59,672.97</b>

**2014 Pavement Preservation  
TRMSS Fog Seal Projects**

Revised: 2-24-14

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Villa Dr.	Lakewood Subdivision	208	647
2	Vail Ct.	Lakewood Subdivision	238	928
3	Aspen Cir.	Lakewood Subdivision	399	1,292
4	Pinehurst Ln.	Lakewood Subdivision	1,299	3,005
5	Lakewood Dr.	Lakewood Subdivision	824	2,857
6	Grace Ln	St. Charles Rd to Olivia Ray Dr	1,731	4,494
7	New Haven Rd	Rolling Hills Rd to Rangeline Rd	16,152	41,110
<b>Total</b>			<b>20,851</b>	<b>54,333</b>

Miles = 3.9



198-2014

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Christensen Construction Co.** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 14-27MAR14  
TRMSS FOG SEAL PAVEMENT PRESERVATION 2014  
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$59,672.97.**

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

Notice to Bidders  
Bid Form  
Instructions to Bidders  
Bid Response  
Certification Regarding Debarment  
Work Authorization Certification  
Statement of Bidders Qualifications  
Anti-Collusion Statement  
Signature and Identity of Bidder  
Bidders Acknowledgment  
Insurance Requirements  
Contract Conditions  
Sample Contract Agreement  
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.  
Affidavit - OSHA Requirements  
Affidavit - Prevailing Wage  
General Specifications  
Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #20  
Boone County Standard Terms and Conditions  
Project Plans and/or Details

198-2014

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for

198-2014

services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

198-2014

The Owner agrees to pay the Contractor in the amount: \$59,672.97.

**Fifty Nine Thousand, Eight Hundred Thirty Dollars and Forty Eight Cents (\$59,672.97)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 4-29-14 at Columbia, Missouri.  
(Date)

CONTRACTOR:  
**CHRISTENSEN CONSTRUCTION CO.**

**OWNER, BOONE COUNTY, MISSOURI**

By: [Signature]  
Authorized Representative Signature

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

By: Kenny Knapp  
Authorized Representative Printed Name  
Title: BUSINESS MANAGER

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

ATTEST:  
[Signature]  
Wendy Noren, County Clerk *may*

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature *by [initials]*

4/18/14  
Date

2041 / 71202 - \$59,672.97

Appropriation Account

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/16/2014

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

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

<b>PRODUCER</b> Naught-Naught/Columbia 3928 S. Providence Columbia, MO 65203 Ruth Stone/Eric Kaup	<b>CONTACT NAME:</b> Carolyn Ruth Stone	<b>FAX (A/C, No):</b> 866-779-8102
	<b>PHONE (A/C, No, Ext):</b> 573-874-3102	<b>E-MAIL ADDRESS:</b>
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Christensen Construction Co. P.O. Box 159 Kingdom City, MO 65262	<b>INSURER A:</b> <b>Midwestern Indemnity Co</b>	
	<b>INSURER B:</b> <b>Hawkeye-Security Insurance</b>	
	<b>INSURER C:</b> <b>The Netherlands Insurance Co</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

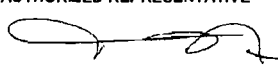
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CBP8439975	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 15,000
	<input checked="" type="checkbox"/> <b>Blnkt Addl Insrds</b>						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>							PRODUCTS - COMP/OP AGG \$ 2,000,000
							<b>Emp Ben.</b> \$ 1,000,000
A	AUTOMOBILE LIABILITY	X		BA8434377	03/01/2014	03/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			CU8436387	03/01/2014	03/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		WC8438078	03/01/2014	03/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: #14-27MAR14-TRMSS Fog Seal Pavement Preservation 2014  
 Boone County Missouri is named as additional insured with respects to General Liability and Auto Liability coverages.

<b>CERTIFICATE HOLDER</b>  Boone County Missouri Purchasing Department 613 E Ash Street Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
MARCH 13, 2014	1
MARCH 21, 2014	2

COMPANY NAME: CHRISTENSEN CONSTRUCTION COMPANY  
ADDRESS: P.O. Box 159  
CITY, STATE, ZIP: KINGDOM CITY, MO 65262  
PHONE NUMBER: 573-814-3308  
AUTHORIZED REPRESENTATIVE: KENNY KNIPP  
TITLE: BUSINESS MANAGER  
SIGNATURE: K-H Knipp

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

NONE

**TRMSS Fog Seal  
Pavement Preservation 2014  
14-27MAR14**

Description	Unit	Qty.	Unit Price	Total
Fog Seal, TRMSS	SY	54,333	\$ 1.09	\$ 59,222.97
Temporary Centerline Markers (Spaced 40' o/c)	EA	450	\$ 1.00	\$ 450.00
<b>Bid Total</b>				<b>\$59,672.97</b>

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

## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: TRUSS FOG SEAL

Project No.: 14-27 MAR 14

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**

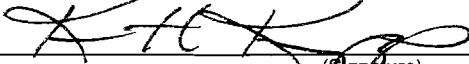
The undersigned agrees and understands that the County has the right to reject any and all bids, to waive informalities or other requirements for its benefit, and to accept such proposal as it deems to its best interest.

**SECTION V**

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

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

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

Firm Name: CHRISTENSEN CONSTRUCTION COMPANY  
By:   
(Signature)  
KENNY KNIPP  
(Print of Type Name)  
Title: BUSINESS MANAGER  
Address: P.O. Box 159  
City, State, Zip: KINGDOM CITY, MO 65262  
Phone: 573-814-3308  
Fax: 573-814-0403  
Date: MARCH 26, 2014

(Please complete and return with Contract)

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Kenny Knipp - Business Manager*

\_\_\_\_\_  
Name and Title of Authorized Representative

*Kenny Knipp*

\_\_\_\_\_  
Signature

*MARCH 26, 2014*

\_\_\_\_\_  
Date

**COUNTY OF BOONE-MISSOURI  
WORK AUTHORIZATION CERTIFICATION  
PURSUANT TO 285.530 RSMo  
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of CALLAWAY )  
State of MISSOURI )ss

My name is Kenny Knipp

I am an authorized agent of CHRISTENSEN CONSTRUCTION COMPANY (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Kenny Knipp 3/26/14  
Affiant Date  
Kenny Knipp - Business Manager  
Printed Name

Subscribed and sworn to before me this 26 day of March, 2014.  
Angela G. Hines  
Notary Public

**Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution



Company ID Number: 178111

## 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 **Christensen Construction Company, 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).

Company ID Number: 178111

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 **Christensen Construction Co.**

**Angie Hines**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/09/2009

Date

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: CHRISTENSEN CONSTRUCTION COMPANY
2. Business Address: P.O. Box 159  
KINGDOM CITY, MO 65262
3. When Organized: 1986
4. When Incorporated: 1992
5. If not incorporated, state type of business and provide your federal tax identification number:  
CORPORATION 43-1610378
6. Number of years engaged in contracting business under present firm name:  
28
7. If you have done business under a different name, please give name and location:  
NA
8. Percent of work done by own staff: 90%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: SEE ATTACHED SHEET A
12. List of projects currently in progress: SEE ATTACHED SHEET B

\* Attach additional sheets as necessary \*

March 26, 2014

Sheet A

MAJOR PROJECTS COMPLETED

Boone County – 2013 Fog Seal

Dan Haid – 886-4339

\$803,668 Contract Amount

100% Complete

September 2013 – Completion Date

MoDOT Route Z – Boone County

Don Rhea – Don Schnieders Excavating 573-893-2251

\$344,782 Contract Amount

100% Complete

July 2013 – Completion Date

Fulton City Streets – 2013 Street Overlay

Greg Hayes 573-592-3111

\$424,320 Contract Amount

100% Complete

August 2013 Completion Date

Columbia High School

Lee Moore – JE Dunn Construction 816-474-8600

\$1,692,532 Contract Amount

100% Complete

Summer 2013 – Completion Date

Carfax

Steve Laskowski 248-948-4194

\$375,489 Contract Amount

100% Complete

October 2012 – Completion Date

Callaway County

County Road 256

\$673,750 Contract Amount

Paul Winkelmann – 573-642-0740

100% Complete

August 2012 Completion Date

UMC Summer Paving 2012

Kevin Johnson 573-882-9337

\$398,244 Contract Amount

100% Complete

August 2012 Completion Date

Boone County

Sunrise Estates Asphalt Overlay Phase III

Keith Austin – 886-4339

\$351,911 Contract Amount

100% Complete

October 2011 – Completion Date

March 26, 2014

Sheet B

Major Projects In Progress

Columbia Public Schools – Hickman High Athletic Bldg Addition

Leslie Verslues – Verslues Construction 573-395-4323

\$366,331 Contract Amount

50% Complete

May 2014 Completion Date

Crossings Church

Jake Hunget – GBH Builders 573-893-3633

\$200,230 Contract Amount

75% Complete

Summer 2014 Completion Date

**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNIP, being first duly sworn, deposes and

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

of CHRISTENSEN CONSTRUCTION  
(Name of Bidder)

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

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

By [Signature]

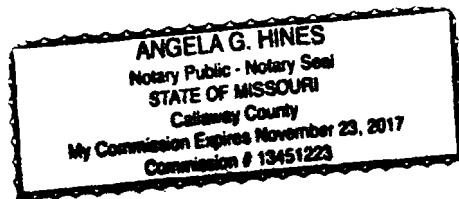
By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 26 day of MARCH, 20 14

Angela S. Hines  
Notary Public

My Commission Expires 11-23-17





# BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of CALLAWAY

On this 26 day of MARCH, 20 14

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

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

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

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

of CHRISTENSEN CONSTRUCTION CO.; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Kingdom City, MO the day and year first above written.

(SEAL) Angela S. Hines Notary Public

My Commission expires 11-23, 20 17.





**BID BOND**

(NOT VALID IF BID AMOUNT EXCEEDS \$ 60,000<sup>00</sup> )

KNOW ALL MEN BY THESE PRESENTS: That we, Christensen Construction Company

P.O. Box 159, Kingdom City, Missouri 65262

as Principal, and the EMPLOYERS MUTUAL CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Iowa and authorized to do business in the State of Missouri

\_\_\_\_\_, as Surety, are held and firmly bound unto the

Boone County Commission, 613 E. Ash, Columbia, Missouri 65201

as obligee, in the sum of Five Percent (5%) of Price Bid

\_\_\_\_\_ DOLLARS, lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

**Bid Number 14-27MAR14  
TRM SS Fog Seal Pavement Preservation 2014**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of such proposal or bid and award and shall give bond for the faithful performance thereof, with the EMPLOYERS MUTUAL CASUALTY COMPANY as Surety or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

PROVIDED HOWEVER, neither the Principal nor the Surety shall be bound hereunder unless the Obligee shall upon request, provide evidence of adequate financing to both the Principal and Surety prior to execution of the final contract.

Signed, Sealed and Dated this 26th day of March, 20 14.

Christensen Construction Company

Principal

By: \_\_\_\_\_

Kenny Kumpf Business Manager  
**Employers Mutual Casualty Company**

Surety

By: Sue Martin

**Sue Martin**

Attorney-in-Fact

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2014 unless sooner revoked.

**AUTHORITY FOR POWER OF ATTORNEY**

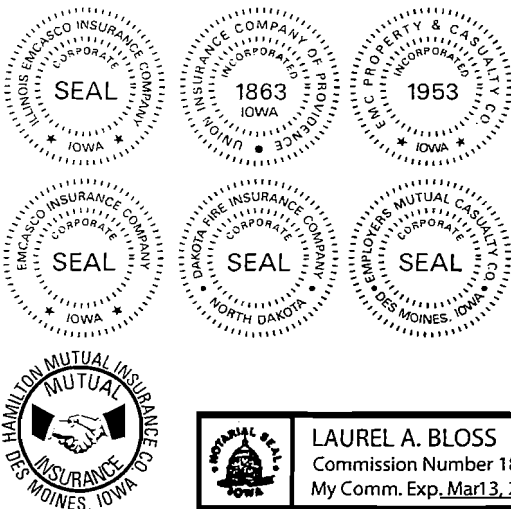
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

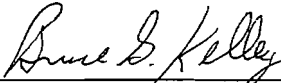
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

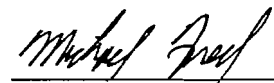
IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this

21st day of JANUARY, 2011

Seals



  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

  
 Michael Freel  
 Assistant Vice President

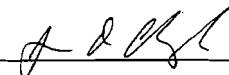
On this 21st day of JANUARY AD 2011 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freel, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freel, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires March 13, 2014.

  
 Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on JANUARY 21, 2011 on behalf of:  
 THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 26th day of March, 2014.  Vice President



**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 14-27MAR14 – TRMSS Fog Seal**

**ADDENDUM #1 - Issued March 13, 2014**

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

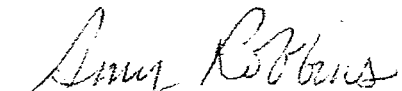
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**1.) The County is changing the location of the bid opening to:**

**Boone County Annex Building  
Conference Room  
613 East Ash Street, Room 109  
Columbia, MO 65201.**

**Bids will be accepted until 1:15pm CST and opened publicly at the address above at 1:30pm CST.**

By:

  
**Amy Robbins  
Senior Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid 14-27MAR14 – TRMSS Fog Seal, receipt of which is hereby acknowledged:

Company Name:

CHRISTENSEN CONSTRUCTION COMPANY

Address:

P.O. Box 159 KINGDOM CITY, MO 65262


Phone Number:

573-814-3308

Fax Number:

573-814-0903

Authorized Representative Signature:



Date:

3/26/14

Authorized Representative Printed Name:

KENNY KNIPP - BUSINESS MGR



**BOONE COUNTY, MISSOURI**  
Request for Bid #: 14-27MAR14  
TRMSS Fog Seal  
Pavement Preservation 2014

**ADDENDUM #2 - Issued March 21, 2014**

This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

1. Section 2.1, A., Special Provisions, Fog Seal, TRMSS shall be revised to as follows:

TRMSS shall be blended at a 4:1 ratio of concentrate to water.

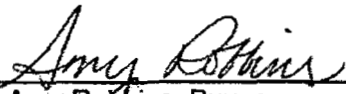
2. Section 2.1, B., Special Provisions, Fog Seal, TRMSS shall be revised to as follows:

Application rates should be 0.17 – 0.20 gal/sy. The Engineer will determine this rate on a per site basis.

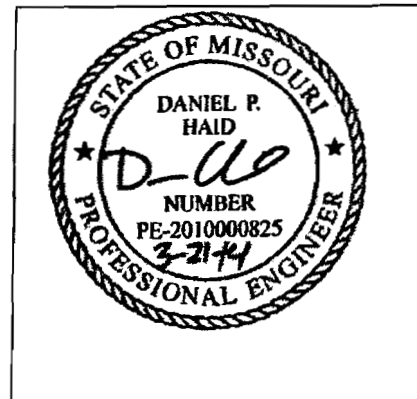
3. The time and location of the bid opening is as follows:

Boone County Annex Building  
Conference Room  
613 East Ash Street, Room 109

Bids will be accepted until 1:15 pm CST and opened publicly at the address above at 1:30 pm CST.

By:   
Amy Robbins, Buyer  
Boone County Purchasing

Approved:



OFFEROR has examined copy of Addendum #2 to Request for Bid 14-27MAR14 - TRMSS Fog Seal, Pavement Preservation 2014, receipt of which is hereby acknowledged:

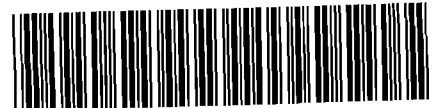
Company Name: CHRISTENSEN CONSTRUCTION COMPANY

Address: P.O. Box 159 KINGDOM CITY, MO 65262

Phone Number: 573-814-3308 Fax Number: 573-814-0403

Authorized Representative Signature: [Signature] Date: 3/26/14

Authorized Representative Printed Name: KENNY KNIPP - BUSINESS MGR



9501B1S1005



# TRMSS FOG SEAL PAVEMENT PRESERVATION 2014

Project Number: N/A

**Bid Number: 14-27MAR14**

## CONSTRUCTION BID REQUEST

Contract Documents,  
General Specifications,  
Technical Specifications, and  
Special Provisions

### BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner  
Karen M. Miller, District I Commissioner  
Janet Thompson, District II Commissioner

### BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director  
Derin Campbell, P.E., Chief Engineer

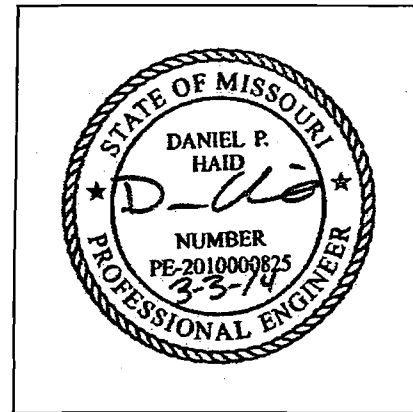
### \*PROJECT MANAGER

Daniel Haid, P.E.  
Boone County Resource Management  
801 E. Walnut, Room 315  
Columbia, Missouri 65201  
Phone: (573) 886-4480  
Fax: (573) 886-4340  
E-mail: dhaid@boonecountymo.org

### BOONE COUNTY PURCHASING

Amy Robbins, Senior Buyer  
613 East Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390  
E-mail: arobbins@boonecountymo.org

### ENGINEER OF RECORD



Daniel P. Haid,  
Professional Engineer  
MO Lic. # PE-2010000825

Boone County Resource Management  
MO Engineering Corp. # N/A  
801 E. Walnut, Room 315  
Columbia, MO 65202  
Phone: (573) 886-4480  
Fax: (573) 886-4340

**\*TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER.**

## INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form.....	2.1-2.2
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification.....	4.4-4.5
Individual Bidder Certification.....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder.....	7.1
Bidder's Acknowledgement.....	8.1
Insurance Requirements.....	9.1- 9.2
Contract Conditions.....	10.1-10.6
Sample Contract Agreement.....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage.....	15.1
General Specifications.....	GS.1-GS.8
Special Provisions.....	SP1-SP3
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions.....	APPENDIX B
Project Plans and/or Details.....	APPENDIX C

**\*For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

## NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

**Project Name:**

TRMSS FOG SEAL  
PAVEMENT PRESERVATION 2014

**Project Number:**

N/A

**Bid Number:**

14-27MAR14

**Scope of Project Construction:**

Provide materials for and perform Fog Seal treatments on the roads listed herein using Tire Rubber Modified Surface Seal (TRMSS).

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **March 18, 2014 at 10:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on March 24, 2014.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **1:15 p.m. on March 27, 2014** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on March 27, 2014** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

5 Working Days

**Liquidated Damages:**

\$500 per Working Day



**Anticipated Notice To Proceed Date:**

On or about July 1, 2014. The Contractor acknowledges that this is an estimated date and is subject to change. Most of the roads to be treated as part of this project will receive a Preservation Chip Seal treatment prior to this treatment. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Seeding and Erosion Control Performance Bond Amount:**

None Required

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

## REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

<b>Boone County Roadway Regulations Chapter II:</b>	The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
<b>MoDOT Standard Specifications:</b>	The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
<b>MUTCD:</b>	The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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**TRMSS Fog Seal  
Pavement Preservation 2014  
14-27MAR14**

Description	Unit	Qty.	Unit Price	Total
Fog Seal, TRMSS	SY	54,333	\$	\$
Temporary Centerline Markers (Spaced 40' o/c)	EA	450	\$	\$
<b>Bid Total</b>				<b>\$</b>

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

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

DATE

ADDENDUM NUMBER

---

---

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

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

### SECTION I

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

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

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

### SECTION II

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



**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

(Please complete and return with Contract)

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

---

Name and Title of Authorized Representative

---

Signature

---

Date

**COUNTY OF BOONE-MISSOURI**  
**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

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

My Commission Expires:

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## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*



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## ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

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## SIGNATURE AND IDENTITY OF BIDDER

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

( ) sole individual                      ( ) partnership                      ( ) joint venture  
 ( ) corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20 \_\_\_\_

Name of individual, all partners, or joint venturers:

Address of each:

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

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

doing business under the name of:

Address of principal place of business in Missouri:

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

\_\_\_\_\_  
 (If a corporation - show its name above)

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
 (Secretary)

\_\_\_\_\_  
 (Title)

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

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## BIDDER'S ACKNOWLEDGMENT

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

(if a corporation) that he is the \_\_\_\_\_  
President or other agent

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

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## INSURANCE REQUIREMENTS

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

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

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

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

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



Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

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

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

## CONTRACT CONDITIONS

**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

**DEFINITIONS:** "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

**ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

**ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

**LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

**TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

## **SALES/USE TAX EXEMPTION**

**SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## **WARRANTY AND GUARANTEE**

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

### **Correction or Removal of Defective Work**

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

### **One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

### **Maintenance Requirements**

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

**At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control.** During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

## **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

## SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and \_\_\_\_\_ (hereinafter referred to as the Contractor).

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Statement of Bidder's Qualifications,
7. Anti-Collusion Statement,
8. Signature and Identity of Bidder,
9. Bidder's Acknowledgment,
10. Insurance Requirements,
11. Contract Conditions,
12. Contract Agreement,
13. Performance Bond,
14. Labor and Material Payment Bond,
15. Affidavit-OSHA Requirements,
16. Affidavit-Prevailing Wage,
17. General Specifications,
18. Technical Specifications,
19. Special Provisions,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Boone County Roadway Regulations Chapter II,
24. MoDOT Standard Specifications, and
25. Plans.



It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

**The Owner agrees to pay the Contractor in the amount of**

\$ \_\_\_\_\_  
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

**DATE OF AGREEMENT:**

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

\_\_\_\_\_  
(Date)

ATTEST:

OWNER:  
BOONE COUNTY, MISSOURI

By: \_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

\_\_\_\_\_  
Wendy Noren, County Clerk

CONTRACTOR:

By: \_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

By: \_\_\_\_\_  
Authorized Representative (Print or Type Name)

Title: \_\_\_\_\_

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
CJ Dykhouse, County Counselor

**Certification**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

\_\_\_\_\_  
Auditor

## SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

\_\_\_\_\_  
\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-in-Fact)

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

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

Surety Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_





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**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

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## GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

### SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

**A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

**B. Commission:** Shall mean the Boone County Commission.

**C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

**2.1 Interpretation of Proposed Quantities.** The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

**2.2 Proposal Guaranty.** Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

**2.3 Delivery of Proposals.** Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

**3.1. Award of Contract.** The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

### **SECTION 4 - SCOPE OF WORK – This section has been left blank.**

### **SECTION 5 - CONTROL OF WORK**

**5.1. Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

**5.2. Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

**5.3. Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

**5.4.** The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

## **SECTION 6 - CONTROL OF MATERIAL**

**6.1. Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

**6.2. Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Safety Provisions.** Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

## **SECTION 8 - PROSECUTION AND PROGRESS**

**8.1.** Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

**8.2.** Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

**9.1.** The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

**9.2.** No payments will be made on account of materials not yet incorporated into the work.

**9.3.** From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

**9.4.** Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

**9.5.** If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

**9.6.** Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

**9.7.** Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

**9.12.** Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

**9.13.** Release of Retained Percentages:

**9.13.1.** Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

**9.13.2.** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

**9.13.3.** When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

## **SECTION 10 - MATERIAL AND WORKMANSHIP**

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

**11.1.** The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

**11.2.** The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

**11.3.** The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

**11.4.** The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).



e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.

f. All checking by the County will be made in red pencil and initialed by the checker.

g. Final payroll will be marked "Final" or "Last Payroll".

h. A record of all payrolls will be maintained by the County.

**11.5.** The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

**11.6.** The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

## **SECTION 12 - SPECIFICATIONS AND PLANS**

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

## **SECTION 13 - PROTECTION OF WORK**

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

## **SECTION 14 - OVERHEAD LINE PROTECTION**

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

## **SECTION 15 - OSHA Program Requirements**

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

## **SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION**

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

**SECTION 17 - INTERFERENCE**

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

**SECTION 18 - METHOD OF PAYMENT**

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

# SPECIAL PROVISIONS

## Fog Seal, TRMSS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This item shall consist of furnishing all material, equipment, labor, and necessary items for the placement of a Fog Seal treatment on asphalt or chip seal surfaced streets as specified in these plans/specifications using Tire Rubber Modified Surface Seal (TRMSS).

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Fog Seal will be paid for by the planned square yardage. Any discrepancy between planned quantities and installed quantities shall be justified by the concerned party.
- B. Fog Seal will be the only pay item considered; all other work required by these specifications will be incidental to said item.

#### 1.3 QUALITY CONTROL

- A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. TRMSS shall be blended at a 5:1 ratio of concentrate to water.
- B. Application rates should be 0.15 - 0.17 gal/sy. The Engineer will determine this rate on a per site basis.

### PART 3 – EXECUTION

**3.1 INSTALLATION** – All installation shall be in accordance with the manufacturer's recommendations. Any conflicts with the requirements listed below shall be brought to the attention of Boone County for approval prior to beginning treatment.

#### A. Equipment

- 1. Bituminous distributors in good working order, containing no contaminants or dilutents in the tank. Spreader bar tips must be clean, undamaged, and adjustable for regulated flow. Distributor tips suitable to maintain predetermined flow rates, constant pressure, and uniform application. All equipment must meet sealant manufacturer's recommendations.

#### B. Surface Preparation

- 1. Contractor shall remove all loose debris from road using a power broom or road sweeper immediately (same day) prior to treatment. Sweepings shall be disposed of off-site in curb/gutter areas or in any area where the amount of sweepings will negatively affect drainage, mowing, or ascetics of adjacent ditches and yards. Any additional cleaning of road to achieve proper performance of treatment shall be done at contractor's expense.

#### C. Construction

##### 1. Notification

- a. A notification letter will be provided to residents in areas where Boone County sees fit in order to minimize disruption to residents.

1. Notifications will be by mailed or hand delivered letter and will include Contractor provided project start date, and a phone number of the Contractor's of which residents may call inquiring of project scheduling and logistics.
  2. Boone County will provide initial notification. However, if project is delayed for any reason (including weather) by 2 days or more, the Contractor shall be responsible for updated notification of residents in similar manner as initial notification.
- b. Contractor shall notify Boone County no less than 4 days prior to need for vehicles to be removed from treatment area.
1. Boone County is required to provide 72 hours posted notification before vehicles or other obstruction are able to be removed from roadway.
  2. Boone County will not be responsible for costs associated with return trips or reapplications due to areas missed due to obstructions in roadway.

**2. Traffic Control**

- a. Contractor will be responsible for providing and executing traffic control during treatment and until treatment has cured.
- c. Contractor shall submit the traffic control plan to Boone County at the Pre-Construction Meeting. Plan can be graphical or in text, but should be sufficient for notification of affected property owners/residents/motorists.
- b. All roads shall remain open in one direction of traffic at all times, except that the contractor may temporarily limit all access to the road while actual application is occurring to protect passing vehicles from overspray.
- c. All driveways inaccessible to traffic due to lane closure shall have cones placed in driveway to discourage crossing into uncured treatment areas.
- d. Treated areas shall be opened to traffic as soon as possible after treatment.
- e. Applying sand to treated surfaces may be done at contractor's expense to accommodate traffic prior to cure. Sand shall be swept and disposed of at contractor's expense following curing of treatment.

**3. Protection and Repairs**

- a. Contractor shall take all steps necessary to protect adjacent improvements (including curb & gutter and utility accesses) from fog seal overspray and tracking. Fog seal oil shall be removed from unintended areas before drying.
- b. Contractor will be held responsible for correcting any damages that occur to vehicles, adjacent structures, improvements, etc. due to contractor error or weather conditions.
- c. In order to produce clean starting/ending points, it is recommended that the Contractor apply the treatment toward the area being treated. If it is necessary for the contractor to apply the treatment from the area being treated, toward the ending point, paper or similar masking material shall be placed at the end point to prevent dribbling of sealant on to untreated areas. Any such dribbles that are not masked shall be cleaned up immediately by Contractor.

**4. Workmanship**

- a. Along with following manufacture's requirements, the contractor will take steps to assure the treatment is performed in a manner that produces a final product that is evenly applied, neat along all edges (including edge lines and beginning/end), free of surface patterns such as lean or heavy lines, covers all areas of the road including mailbox and driveway aprons, and has no bleeding or flushing areas.
  - b. Squeegee and/or wand application methods may be used where it is difficult to maneuver the distributor truck, but this should be kept to a minimum in order to maintain even intentional application rates.
- 5. **Skid Resistance**
  - a. The product and the treatment should be such that skid resistance is not reduced. The contractor may take additional steps such as applying sand to the treatment to meet this requirement. The contractor shall notify Boone County of additional steps taken prior to installation. Sand shall be swept and disposed of at contractor's expense following curing of treatment.
- 6. **Weather Limitations**
  - a. Place the fog seal when pavement is 55 °F and rising
  - b. Do not apply during rainy or damp weather, or when rain is anticipated within 8 hours after application is completed.
  - c. Do not apply on extremely windy days

**END OF SECTION**

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## APPENDIX A

### STATE WAGE RATES

**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

**RECORDS:** The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

**WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

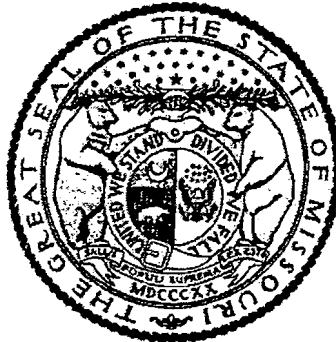


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# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 20

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Robert A. Bedell, Acting Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual Incremental Increase



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 21:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the proceeding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction/Lineman)	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



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## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only**.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

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## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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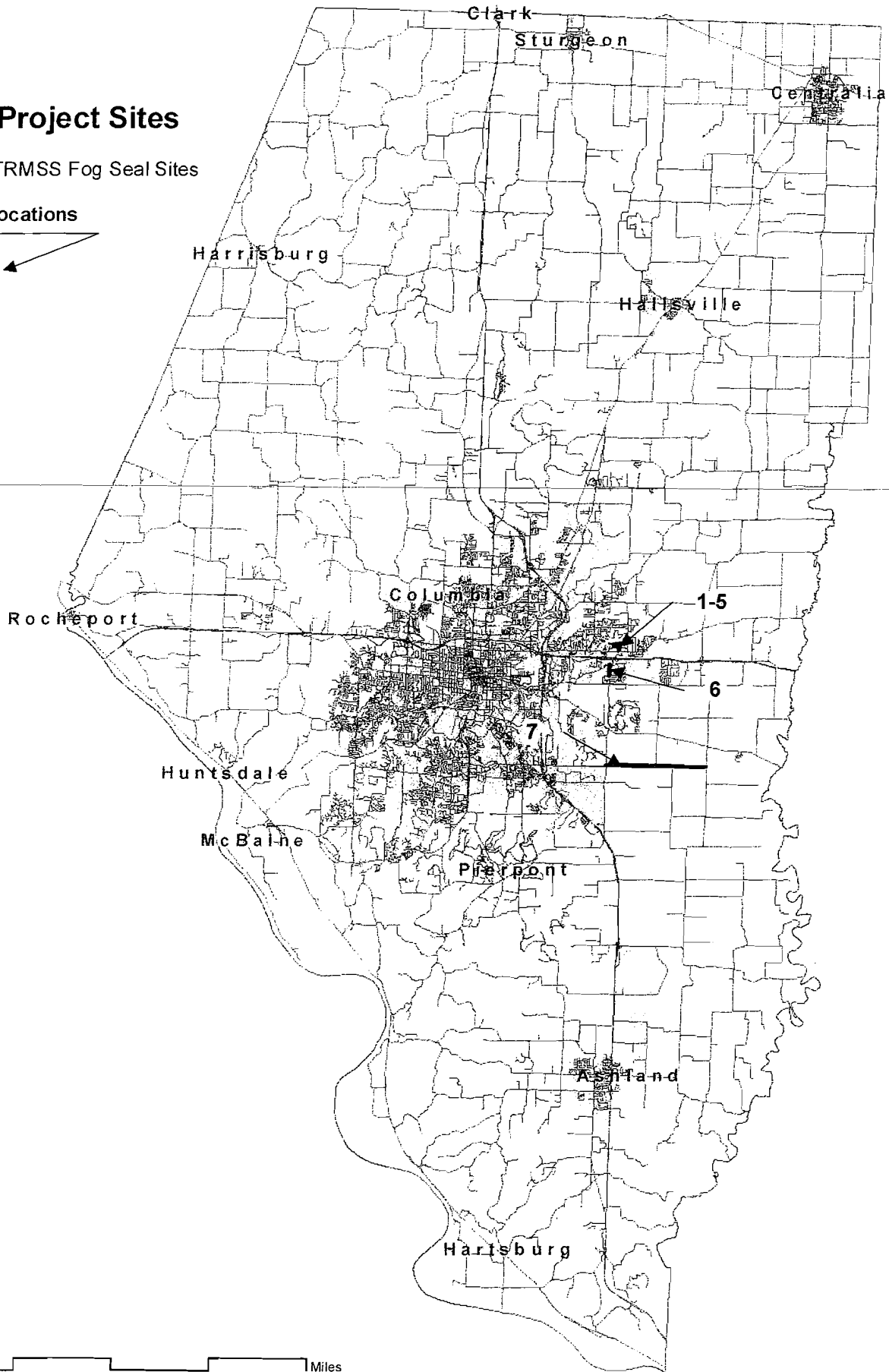
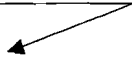


# Boone County 2014 TRMSS Fog Seal

## 2014 Project Sites

 TRMSS Fog Seal Sites

Site # Locations



0 1.5 3 6 9 12 Miles

N

# 2014 Pavement Preservation TRMSS Fog Seal Projects

Revised: 2-24-14

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Villa Dr.	Lakewood Subdivision	208	647
2	Vail Ct.	Lakewood Subdivision	238	928
3	Aspen Cir.	Lakewood Subdivision	399	1,292
4	Pinehurst Ln.	Lakewood Subdivision	1,299	3,005
5	Lakewood Dr.	Lakewood Subdivision	824	2,857
6	Grace Ln	St. Charles Rd to Olivia Ray Dr	1,731	4,494
7	New Haven Rd	Rolling Hills Rd to Rangeline Rd	16,152	41,110
<b>Total</b>			<b>20,851</b>	<b>54,333</b>

Miles = 3.9

# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

Business  
Services



Elections  
& Voting



Investor Protection  
& Securities



State  
Library



Records  
& Archives



Administrative  
Rules



Publications  
& Forms



[Emergency Rules](#)

[Code of State  
Regulations](#)

[Missouri Register](#)

[Search  
Administrative Rules](#)

[Frequently Asked  
Questions](#)

## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/10/2014

### Business Name History

Name	Name Type
CHRISTENSEN CONSTRUCTION CO.	Legal

### General Business - Domestic - Information

<b>Charter Number:</b>	00364341
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	3/24/1992
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	Perpetual
<b>Last Registration Report Filed Date:</b>	1/30/2014
<b>Last Registration Report Filed:</b>	2015
<b>Registration Report Month:</b>	January

### Registered Agent

<b>Agent Name:</b>	<u>THOMAS A. CHRISTENSEN</u>
<b>Office Address:</b>	2505 County Road 269 Columbia MO 65202
<b>Mailing Address:</b>	

[sos.mo.gov](http://sos.mo.gov)  
[Internet Privacy Policy](#)  
[Bid Opportunities](#)  
[Missouri State Government](#)  
[Employment](#)  
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[Site Map](#)  
[Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices



## Search Results

**Current Search Terms: christensen\* construction\* Co.\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

### Glossary

#### Search

#### Results

Entity

Exclusion

#### Search

#### Filters

By Record  
Status

By  
Functional  
Area - Entity  
Management

By  
Functional  
Area -  
Performance  
Information

SAM | System for Award Management 1.0

IBM v1.1624.20140326-1657



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

**PERFORMANCE BOND**

Bond No. S41781

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Christensen Construction Co.

P. O. Box 159, Kingdom City, Missouri 65262

as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company

P.O. Box 712, Des Moines, Iowa 50306

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Fifty Nine Thousand Six Hundred Seventy Two & 97/100 Dollars,

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

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

**BID NUMBER 14-27MAR14  
TRMSS FOG SEAL PAVEMENT PRESERVATION 2014  
BOONE COUNTY, MISSOURI**

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this

paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

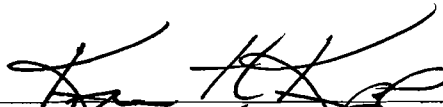
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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


IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri 65203, on this 16th day of April, 2014.

Christensen Construction Co.  
(Contractor)

(SEAL)

BY:   
KERRY KIRK - BUSINESS MGR  
Employers Mutual Casualty Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact) Sue Martin

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

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

Surety Contact Name: Sue Martin  
Phone Number: 573-874-3102  
Address: Naught-Naught Agency  
3928 S. Providence, Columbia, MO

**LABOR AND MATERIAL PAYMENT BOND**

Bond No. S417813

KNOW ALL PERSONS BY THESE PRESENTS, that we, Christensen Construction Co.  
P. O. Box 159, Kingdom City, Missouri 65262,  
as Principal, hereinafter called Contractor, and Employers Mutual Casualty Company  
P.O. Box 712, Des Moines, Iowa 50306

a corporation organized under the laws of the State of Iowa, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and  
benefit of claimants as herein below defined, in the amount of

Fifty Nine Thousand Six Hundred Seventy Two & 97/100 DOLLARS

(\$ 59,672.97), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

**BID NUMBER 14-27MAR14  
TRMSS FOG SEAL PAVEMENT PRESERVATION 2014  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of  
the Contractor for labor, material, or both, used or reasonably required for use in the performance of  
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,  
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have  
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any  
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri 65203 on this 16th day of April 2014.

CONTRACTOR Christensen Construction Co. (SEAL)

BY: 

Business MGR  
SURETY COMPANY Employers Mutual Casualty Co.

BY: 

(Attorney-In-Fact) Sue Martin

BY: \_\_\_\_\_

(Missouri Representative) Angela Hollins

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

**CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT**

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation
- 7. Hamilton Mutual Insurance Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute its lawful bonds, undertakings, and other obligatory instruments of a similar nature as follows:

**ANY AND ALL BONDS**

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

The authority hereby granted shall expire APRIL 1, 2017 unless sooner revoked.

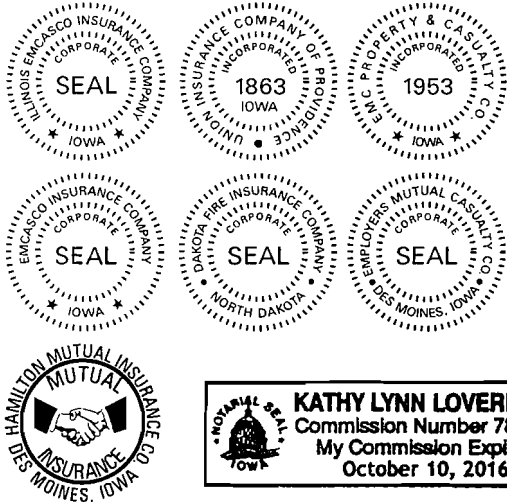
**AUTHORITY FOR POWER OF ATTORNEY**

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at a regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 24th day of FEBRUARY, 2014.

Seals



*Bruce G. Kelley*  
 Bruce G. Kelley, Chairman  
 of Companies 2, 3, 4, 5 & 6; President  
 of Company 1; Vice Chairman and  
 CEO of Company 7

*Michael Freil*  
 Michael Freil  
 Assistant Vice President

On this 24th day of FEBRUARY AD 2014 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Michael Freil, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Assistant Vice President/Assistant Secretary, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Michael Freil, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.  
 My Commission Expires October 10, 2016.

*Kathy Lynn Loveridge*  
 Notary Public in and for the State of Iowa

**CERTIFICATE**

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on FEBRUARY 24, 2014 on behalf of:  
 THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, SUE MARTIN, BETH NATIONS, TIMOTHY P. EASTIN, RICHARD NAUGHT, TERA HUESGEN, NATALIE LURVEY, TAMMY WICKHAM

are true and correct and are still in full force and effect.  
 In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of April, 2014. *[Signature]* Vice President

199-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby award bid 11-21MAR14 – Robotic Total Station to Griner and Schmitz, Inc. for the purchase of a Topcon DS Series Compact Auto-Tracking Total Station.

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 29th day of April, 2014.

ATTEST:

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

*Daniel K. Atwill*  
Daniel K. Atwill  
Presiding Commissioner

*Karen M. Miller*  
Karen M. Miller  
District I Commissioner

*Janel M. Thompson*  
Janel M. Thompson  
District II Commissioner

# Boone County Purchasing

**Amy Robbins**  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: April 28, 2014  
RE: 11-21MAR14 – Robotic Total Station

The Request for Proposal for *11-21MAR14 – Robotic Total Station* closed on March 21, 2014. Robotic total stations allow an operator to control the surveying instrument from a distance via remote control. This eliminates the need for an assistant staff member as the operator holds the reflector and controls the total station from the observed point. Five proposal responses were received.

The evaluation committee consisted of the following:

Derin Campbell, Manager, Design & Construction, Resource Management  
Daniel Haid, Professional Civil Engineer, Resource Management  
Matthew Thomas, County Surveyor, Resource Management

The evaluation committee recommends award to Griner and Schmitz, Inc. for the purchase of a Topcon DS Series Compact Auto-Tracking Total Station in the amount of \$17,245.00 as well as a 1-Year Extended Warranty in the amount of \$2,100.00 per their attached Evaluation Report.

Total contract amount is \$19,345.00 and will be paid from Department 2045 – RM-Design & Construction, Account 92300 – Replacement Machines & Equipment.

ATT: Evaluation Report

cc: Proposal File / Evaluation Committee



## Evaluation Report for Request for Proposal

### 11-21MAR14 – Robotic Total Station

#### OFFEROR #1: Seiler Instrument (Proposal 1 – Trimble S6)

It has been determined that **Seiler Instrument** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Seiler Instrument** has submitted a **non-responsive** proposal.

#### Method of Performance

##### Strengths:

- GPS tracking included, optional for other models
- Device tracked very well at demonstration
- Radio operation allows for larger range

##### Concerns:

- Dust and waterproofing only to IP 55 (spec IP 65)
- Warranty is available at additional cost; not provided with proposal
- Training additional cost (RFP requested a half a day training to be included)
- Didn't bring Trimble S6 that was proposed to demonstrate, brought a different, more expensive model with additional features.
- Proposal didn't specify if the Trimble S6 was compatible with our collector, nor did it propose an alternative collector, which was a required specification of the RFP
  - The assumption was made that there would be additional costs associated with purchasing a compatible data collector
- Vendor confirmed at demonstration that Trimble S6 is not compatible with the County's Carlson collector
- Training and Technical support are both at an additional cost, not included in proposal

#### Experience/Expertise of Offeror

##### Strengths:

- Service locations in KC & St. Louis
- Established reputation in surveying field
- Resource Mgmt has worked with previously with no issues
- Comfortable with their level of technical expertise

##### Concerns:

- Didn't comply with demonstration requests
  - Vendor brought a model other than what was proposed
  - Vendor didn't have an S6 available for demonstration so brought the next step up model which includes the same features as the S6 but also has many other features. The model demonstrated used the MultiTrack Target feature which would cost an additional \$2,870. We were not confident that the S6 model would operate at the same level without this feature, and not having seen the device operate without this feature, it's hard to evaluate what was proposed vs. what was demonstrated

**OFFEROR #2: Seiler Instrument (Proposal 2 – Focus 30)**

It has been determined that **Seiler Instrument** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Seiler Instrument** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Warranty available

**Concerns:**

- Rotation to 360 degrees is twice as long as others
- Short on range
- Dust and waterproofing only to IP 55 (spec IP 65)
- Base price doesn't include data collector, pole, pole bracket or tripod
  - Listed at additional cost
- Training wasn't included in quote
- Vendor says Focus 30 is compatible with County's Carlson data collector but brought a different brand collector to demonstration
- At the demo, Vendor said the County's Carlson data collector would require a radio to be connected to it in order to work with this total station.
- Tracking slower than other 2 demonstrated devices

**Experience/Expertise of Offeror**

**Strengths:**

- Service locations in KC & St. Louis
- Established reputation in surveying field
- Resource Mgmt has worked with previously with no issues

**Concerns:**

- Didn't comply with demonstration requests
  - Did not bring Carlson collector to demonstrate.

**OFFEROR #3: Griner & Schmitz, Inc.**

It has been determined that **Griner & Schmitz, Inc.** has submitted a **responsive** proposal meeting the requirements set forth in the original Request for Proposal.

It has been determined that **Griner & Schmitz, Inc.** has submitted a **non-responsive** proposal.

**Method of Performance**

**Strengths:**

- Compatible with County's Carlson Surveyor+ data collector
- Service location in KC
- Warranty available, cost provided with response
- Vendor demonstrated the Topcon station with a Carlson data collector the same model as the County's
- Demonstration more than satisfied requirements of RFP

**Concerns:**

- Bluetooth operation (vs. radio) doesn't provide as large a range as the Trimble S6, however we're not sure it's worth the cost difference to have the radio feature for our operations

**Experience/Expertise of Offeror**

**Strengths:**

- Service locations in KC
- Established reputation in surveying field
- Resource Mgmt has worked with previously with no issues
- Complied with demonstration requests

**Concerns:**

**Summary:** The evaluation committee initially met on March 27, 2014. At this meeting the committee noted strengths and weaknesses of each proposal based on the equipment specifications submitted but also voiced a need to see the equipment proposed demonstrated before a full evaluation could be performed. The Committee also voiced a concern regarding the two Offerors who submitted a proposal which would use an independent third party for service (CW Lawley, Inc. d/b/a/ Transit and Level, Inc. and Tiger Supplies, Inc.) After having experienced a similar arrangement for other higher priced software and equipment in their department, they would rather purchase this equipment directly from the party who will provide service. At the end of the meeting it was decided to short-list the vendors to the three remaining proposals offered by Seiler Instrument (2 proposals) and Griner and Schmitz (1 proposal) and to request demonstrations for all 3 instruments proposed.

Demonstrations were held for Griner and Schmitz on April 1, 2014 and for Seiler Instrument on April 2, 2014 at the Public Works South facility. Following the demonstrations on April 3, 2014 the evaluation committee met again to discuss strengths and weaknesses and score responses. Following this meeting, the committee recommended award to Griner and Schmitz, Inc.

**EVALUATION REPORT FORM**  
**PURCHASING DEPARTMENT - BOONE COUNTY - MISSOURI**

REQUEST FOR PROPOSAL NUMBER - 11-21MAR14 - Robotic Total Station  
 Amy Robbins, Senior Buyer

NAME OF OFFEROR	Method of Performance (30 points)	Experience/ Expertise of Contractor (20 points)	TOTAL SUBJECTIVE POINTS (50 pts.)	COST POINTS (50 pts.)	TOTAL POINTS (Max 100 pts.)
Seiler Instrument (Trimble S6)	17	15	32	37	69.0
Seiler Instrument (Focus 30)	12	13	25	40	65.0
Griner and Schmitz (Topcon)	23	18	41	50	91.0

We hereby attest that the subjective points assigned to each Offeror above were scored pursuant to the established evaluation criteria and represent our best judgment of the subjective areas of the Offeror's proposals. We have attached a brief narrative which highlights some, but not necessarily all, of the reasons for our evaluation of the proposals as indicated by the scores above. Our comments represent our opinions only and do not represent the position of the Purchasing Department of Boone County, Missouri, or any other party.

<b>Evaluator's Signatures</b>	<b>Date</b>
	4/3/14
Derin Campbell, Resource Management	

<b>Evaluator's Signatures</b>	<b>Date</b>
	4-3-14
Dan Haid, Resource Management	

<b>Evaluator's Signatures</b>	<b>Date</b>
	4/3/2014
Matthew Thomas, Resource Management	

**Bid Tabulation: 11-21MAR14 - Robotic Total Station**

	<b>Grinder and Schmitz</b>	<b>Seiler Instrument (Trimble S6)</b>	<b>Seiler Instrument (Focus 30)</b>
<b>Item</b>	<b>Unit Cost</b>	<b>Unit Cost</b>	<b>Unit Cost</b>
5.1. Robotic Total Station	\$17,245.00	\$28,550.00	\$17,095.00
5.2. Field Collector (if equipment not compatible with Carlson Surveyor+)	\$0.00	Not submitted with proposal	SPN DC Ranger 3RC Data Collector \$5,558.00
5.3. Extended Warranty	\$2,100.00	Not submitted with proposal	\$1,195.00
<b>Total Cost</b>	<b>\$19,345.00</b>	<b>\$28,550.00</b>	<b>\$23,848.00</b>
		<b>Additional Cost Items Required to Meet RFP Specs:</b>	<b>Additional Cost Items Required to Meet RFP Specs:</b>
		Robotic Power Kit \$1,859.00	SP Ranger 3 Pole Bracket \$155.00
		Training \$1,295.00	<b>Total Cost Option #1 \$24,003.00</b>
		1 yr Tech Support \$495.00	OR, using our Carlson collector:
		<b>Adjusted Total Cost \$32,199.00</b>	Deduct SPN DC Ranger Cost -5,558.00
			Add Cost for 2.4GHz External Radio 2,090.00
			<b>Total Cost Option #2 20,535.00</b>
			*Option 1 was chosen for the cost comparison because it included the collector that was demonstrated
<b>COST POINTS:</b>	<b>50 - low bidder</b>	<b>(2nd Low/3rd Low)*50 37</b>	<b>(Low/2nd Low)*50 40</b>



**PURCHASE AGREEMENT  
FOR  
ROBOTIC TOTAL STATION**

**THIS AGREEMENT** dated the 29th day of April, 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Griner and Schmitz, Inc.**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a **Robotic Total Station**, Request for Proposal number **11-21MAR14**, any applicable addenda and the Vendor's proposal response executed by **Donald Kelly** on behalf of the Vendor and email regarding proposed Technical Support from Don Kelly dated April 2, 2014. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with proposal response may be permanently maintained in the County Purchasing Office contract file for this proposal if not attached. In the event of conflict between any of the foregoing documents this Purchase Agreement, the Request for Proposal and any applicable addenda shall prevail and control over the Vendor's proposal response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Robotic Total Station as follows:

	<u>Unit Price</u>
<b>Topcon DS Series Compact Auto-Tracking Total Station</b>	\$17,245.00
<ul style="list-style-type: none"> <li>• Includes Batteries and Charger, Lens Cap and Hood, Tool Kit, Manual and USB Stick, Carry Case with Straps</li> <li>• Includes Standard 1-Year Manufacturer's Warranty</li> </ul>	
<b>Extended 1-Year Warranty</b>	\$ 2,100.00
<b>Total</b>	<b>\$19,345.00</b>

3. **Delivery** - Vendor agrees to deliver equipment within 5-7 business days after receipt of order. Delivery shall be to Boone County Resource Management, Attn: Matthew Thomas, 801 E. Walnut, Rm. 315, Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Send list of equipment described in this contract, with their individual serial numbers to Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201 within thirty (30) days of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's proposal response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's proposal response to the specifications. The County agrees to pay all invoices within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.



199-2014

8. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**GRINER AND SCHMITZ, INC.**

by James D. Martin  
 title G.M.

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Daniel K. Atwill  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

C.J. Dykhouse  
 C.J. Dykhouse, County Counselor

ATTEST:

Wendy S. Noren  
 Wendy S. Noren, County Clerk

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

Jane E. Pitchford  
 Signature by egj

4/18/14  
 Date

2045-92300 - \$19,345.00

Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

**(Please complete and return with Contract)**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

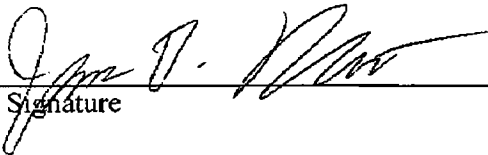
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR  
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

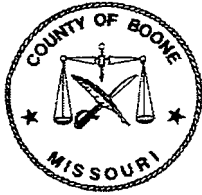
James D. Martin, VP Griner and Schmitz, Inc.

Name and Title of Authorized Representative

  
Signature

4-4-14

Date



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below.

Company Name: Griner and Schmitz

Address: 1701 Broadway  
Kansas City, MO 64108

Telephone: 816-842-1433 Fax: 816-842-7177

Federal Tax ID (or Social Security #): 430888450

Print Name: Donald Kelly Title: Sales Representative

Signature: Donald Kelly Date: 3-17-14

Note: This form must be signed. All signatures must be original and not photocopies.

The Offeror shall provide a firm, fixed price for the Original Contract Period. All costs associated with the required services/equipment shall be included in the prices.

- |   |                             |
|---|-----------------------------|
| 5.1. Robotic Total Station  | \$ <u>17,245.00</u>         |
| 5.2. Field Collector (if equipment not compatible with Carlson Surveyor+) | \$ <u>—</u>                 |
| 5.2. Extended Warranty  | \$ <u>2,100.00 - 1 year</u> |

**Amy Robbins - Technical support**

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**From:** "Don Kelly" <dkelly@grinerschmitz.com>  
**To:** "Amy Robbins" <arobbins@boonecountymo.org>  
**Date:** 4/2/2014 1:23 PM  
**Subject:** Technical support

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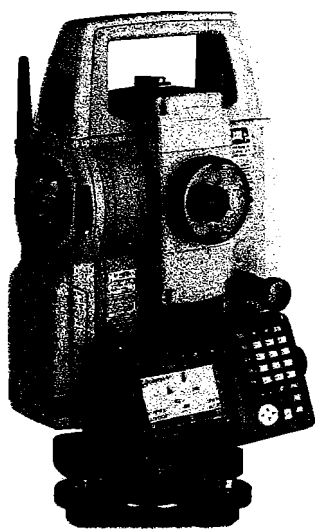
Amy,

At Griner and Schmitz, we understand that there is much more involved in selling surveying equipment than just the actual sale. It's a long term investment, in which our customers need training, support, and service long after the original sale. That is why Griner and Schmitz promises to deliver the best customer service in the industry in order to keep our customers working. With every sale we offer complete training in addition to providing technical support from our factory trained technicians and knowledgeable sales staff. We are available via phone, email, or text every working day of the year, at no extra cost to the customer. And there is no expiration date on technical support. Whether you are experiencing technical glitches, questionable data, or equipment failure, we are available in minutes, not hours, because your time is valuable. We have a reputation in the industry of providing the best technical support available, and our commitment to you is to continue to provide the very best in customer support.

Don Kelly  
Gtiner and Schmitz

Copy

## Compact Auto-Tracking Total Station



- Auto-Tracking Technology
- MAGNET™ On-board Software
- Ultra-powerful, Advanced EDM
- Exclusive LongLink™ Communications
- TSshield™ Advanced Security and Maintenance
- Rugged Waterproof Design

# DS Series Compact Auto-Tracking Total Station

## Powerful EDM and tracking performance even in crowded traffic or harsh environments.

A professional motorized total station, the DS is a mid-ranged positioning product for the construction professional who is looking for productivity enhancement from servo motors and XPointing Technology. The MAGNET™ on-board software has an intuitive interface to assist with staking out complex structures. This rugged waterproof designed total station has the latest technology of TSshield™ advanced security and maintenance, and exclusive LongLink™ communications.

You can work directly on the bright, color touchscreen or with the alpha-numeric keyboard, to achieve higher levels of production with MAGNET™ Field on-board software. The DS total station can be used on a wide variety of applications, from building layout to earthwork volumes, and land surveying.

### A World's First! New TSshield™

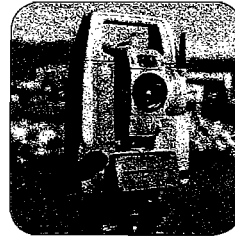
Topcon is proud to offer another World's First technology in all DS Series total stations – TSshield™. Every instrument is equipped with a telematics-based multi-function communications module providing the ultimate security and maintenance capabilities for your investment.

If your activated instrument is lost or stolen, you can send a coded signal to the instrument and disable it. This feature secures your total station anywhere in the world!

In the same module you have daily connectivity to cloud-based Topcon servers that can inform you of available software updates and firmware enhancements.

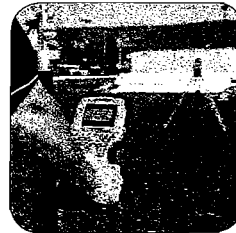
### XPointing Technology with Optional Auto-Tracking Upgrade

The DS Series XPointing Technology automatically sights the center of a prism. This is faster and more consistent than manually aiming and focusing on a prism. In addition, the DS Series firmware can be upgraded to track a moving prism. The remote operator can control the DS Series from the prism pole. Automatic tracking of a prism makes the DS Series capable of being a one-man robotic system. This system is far more productive than a manual total station.



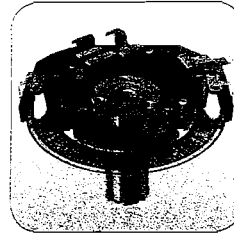
### Ultra-Powerful, Advanced EDM

The 1,000m (3,280 ft.) reflectorless measurement can be achieved with a smaller beam spot size. Measurements can be as fast as 0.9 seconds.



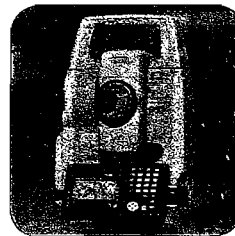
### LongLink™ Communications

LongLink™ is used to communicate wirelessly with a field controller at the prism pole location, up to 300m away. Upgrade to auto-tracking performance for an economical robotic system.



### Advanced Angle Accuracy

Topcon's advanced angle encoder technology with exclusive calibration system provides "Best in Class" angle accuracy, up to 1-second (DS 101).



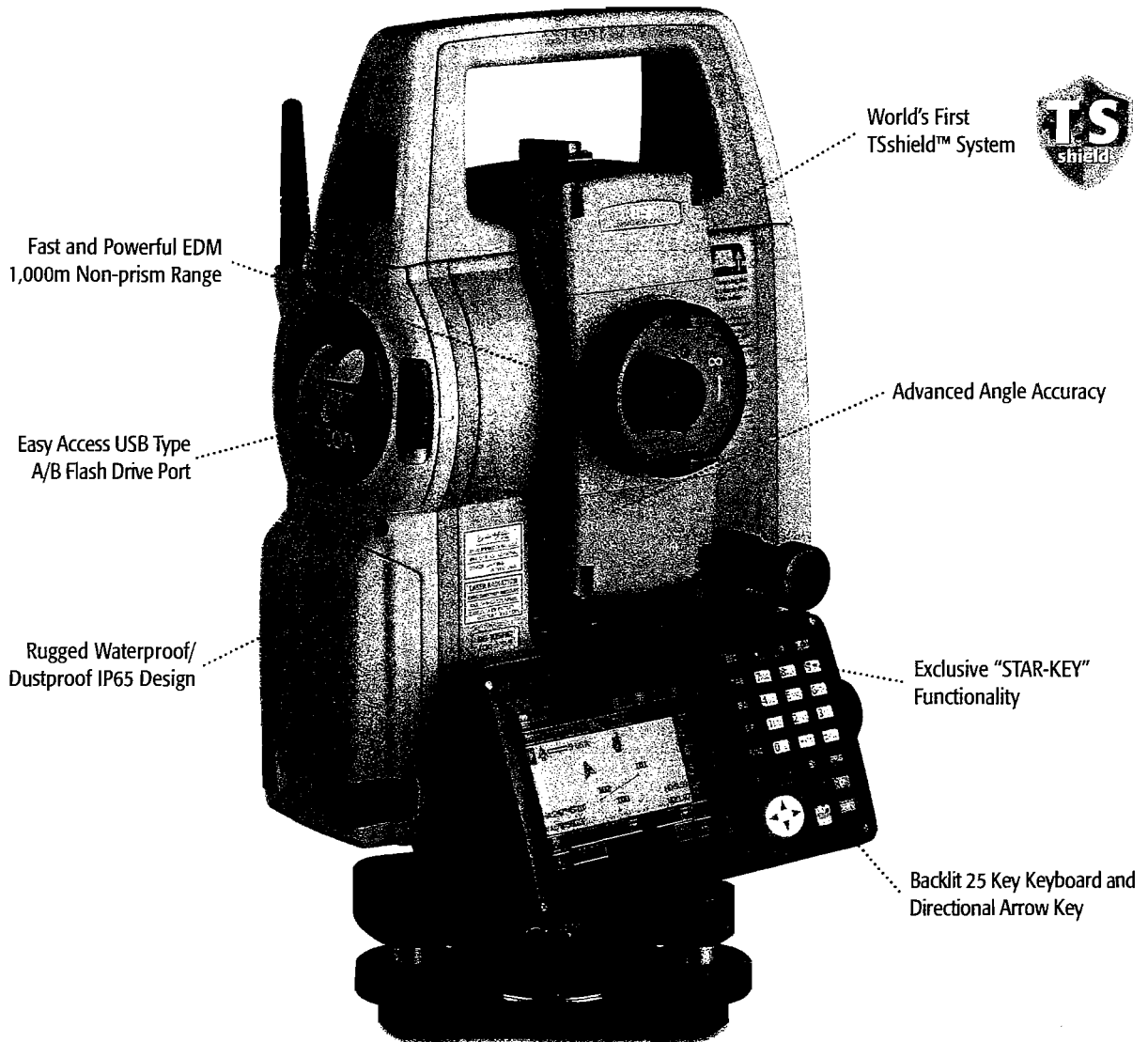
### Rugged, Waterproof Design

Provides protection from dust and driving rain as well as other inclement weather conditions. Operates in temperatures from -4°F to 122°F (-20°C to +50°C).



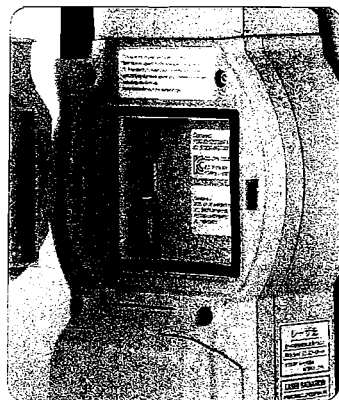


## PRIMARY FEATURES



### USB Upgrade Kit for Auto-Tracking

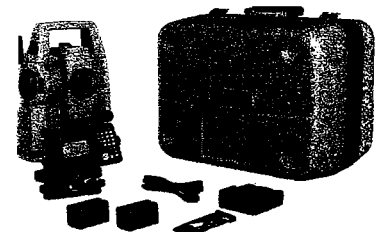
The DS Series firmware can be upgraded to automatically track a prism. This USB upgrade process is simple and will enhance productivity. The USB port can also be used to transfer data files.



### KIT COMPONENTS

#### System Components

- DS Total Station
- Batteries and Charger
- Lens Cap and Hood
- Tool Kit
- Manual and USB Stick
- Carry Case with Straps



## SPECIFICATIONS

### Telescope

Resolving power 2.5"

Magnification 30x

### Angle Measurement

Min. Resolution/Accuracy

DS-101 1"

DS-103 3"

DS-105 5"

### Tilt Angle Compensation

Compensation Dual-axis compensator

Range  $\pm 6'$

### Distance Measurement

Prism EDM Range 6,000m

Prism EDM Accuracy 1.5mm+2ppm

Non-Prism Range 1,000m

Non-Prism Accuracy 2mm+2ppm (0.3 to 200m)

Measuring Time Fine: 0.9 sec

Rapid: 0.6 sec

Tracking: 0.4 sec

### Optional Auto-Tracking

360° Prism Range 2 to 600m (6.6 to 1,960 ft.)

Single Prism Range 1.3 to 1,000m (4.3 to 3,280 ft.)

### Communications

LongLink™ rover communications\*

USB 2.0 Slot (Host + Slave)

RS-232C Serial

### General

Display Color Touch TFT 240 x 320  
QVGA Display (Dual Display)

Keyboard 25 keys with illuminator  
(Single Keyboard)

Battery Operation Up to 5 hours

Dust/Water Protection IP65

Wireless Connection Bluetooth® Class 1

Operating Temperature -4°F to +122°F  
(-20°C to +50°C)

\* The communication range may vary due to the condition of the area

For more specification information:  
[www.topconpositioning.com/ds-series](http://www.topconpositioning.com/ds-series)

## SOFTWARE

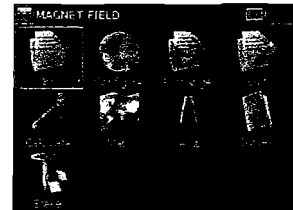
# MAGNET™

A family of software solutions that streamlines the workflow for surveyors, contractors, engineers and mapping professionals.

## Field

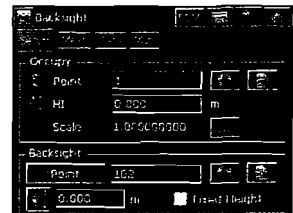
### Modern User Interface

MAGNET Field provides a bright, graphical user interface with large touch icons, and bright readable text. The screens not only look good, but provide fast workflows.



### Easy to Use

The icon and text field interface has been optimized to provide both text and images to indicate what data is needed on each screen.



### Advanced Calculations

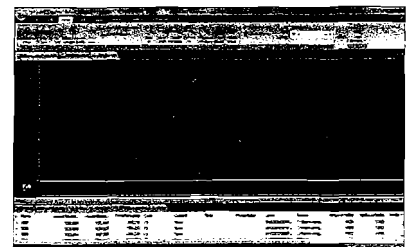
MAGNET Field on-board not only controls the measurements of the DS, but also provides many COGO and adjustment calculations right on the instrument.



## Office Tools

### MAGNET Office Tools

Directly integrates into Autodesk products utilizing their CAD engine, or as a standalone installation with Topcon's MAGNET Office Site and MAGNET Office Topo.



7400 National Drive • Livermore • CA 94550  
(925) 245-8300

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Your local Authorized Topcon dealer is:

# Search Results

**Current Search Terms: griner\* and\* schmitz\* Inc.\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

## Glossary

### Search

### Results

Entity

Exclusion

### Search

### Filters

By Record  
Status

By  
Functional  
Area - Entity  
Management

By  
Functional  
Area -  
Performance  
Information

SAM | System for Award Management 1.0

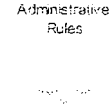
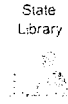
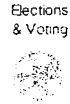
IBM v1.1624.20140326-1657

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE



## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/4/2014

### Business Name History

Name	Name Type
GRINER AND SCHMITZ, INC.	Legal

### General Business - Domestic - Information

<b>Charter Number:</b>	00123253
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	1/24/1967
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	Perpetual
<b>Last Registration Report Filed:</b>	1/16/2014
<b>Last Registration Report Filed:</b>	2014
<b>Registration Report Month:</b>	January

### Registered Agent

<b>Agent Name:</b>	<u>CEN REGISTERED AGENT, INC.</u>
<b>Office Address:</b>	800 NE Vanderbilt Lane Lees Summit MO 64064
<b>Mailing Address:</b>	

[sos.mo.gov](http://sos.mo.gov)  
[Internet Privacy Policy](#)  
[Bid Opportunities](#)  
[Missouri State Government](#)  
[Employment](#)  
[Directions](#)  
[Site Map](#)  
[Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

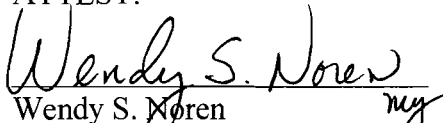
the following, among other proceedings, were had, viz:

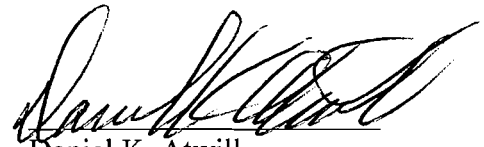
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the Missouri Department of Transportation Cooperative Contract 3-130925TV to purchase one (1) Kubota KX057-4 Compact Excavator from Crown Power & Equipment Co., LLC of Columbia, MO and dispose of one (1) 2006 Case Backhoe.

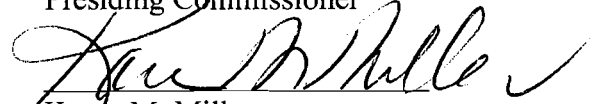
The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement and Request for Disposal form.

Done this 29th day of April, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner

  
Karen M. Miller  
District I Commissioner

  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins  
DATE: April 18, 2014  
RE: MO DOT Cooperative Contract 3-130925TV – Light Excavators

Purchasing and Public Works request permission to utilize the Missouri Department of Transportation's cooperative contract number 3-130925TV to purchase one (1) Kubota KX057-4 Compact Excavator from Crown Power & Equipment Co., LLC of Columbia, MO.

Cost for the excavator is \$66,456.00 to be paid from department 2040 – Public Works Maintenance Operations, account 92300 - Replacement Machinery & Equipment.

Additionally, Public Works requests to dispose of the following Backhoe:

<u>Description</u>	<u>Fixed Asset Tag</u>
2006 Case 580SM Backhoe (Equip. ID #2773)	15671

cc: Greg Edington, PW  
Contract File

RECEIVED

APR 18 2014

# BOONE COUNTY

## REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : April 16, 2014

FIXED ASSET TAG NUMBER: 15671

DESCRIPTION: 2006 Case 580SM Backhoe (Equip. ID # 2773)

REQUESTED MEANS OF DISPOSAL: Sell.

OTHER INFORMATION: Serial Number: N6C411672; Hours: 1,745

CONDITION OF ASSET: Good.

REASON FOR DISPOSITION: Equipment is planned for replacement in 2014.

COUNTY / COURT IT DEPT. (circle one) DOES /DOES NOT (circle one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

DESIRED DATE FOR ASSET REMOVAL TO STORAGE: None

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO  
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 2040

SIGNATURE



**AUDITOR**

ORIGINAL PURCHASE DATE 10/5/2006

RECEIPT INTO 2040-3835 AM

ORIGINAL COST \$72,876.00

GRANT FUNDED (Y/N) \_\_\_\_\_

ORIGINAL FUNDING SOURCE 2741

GRANT NAME \_\_\_\_\_

% FUNDING \_\_\_\_\_

AGENCY \_\_\_\_\_

ASSET GROUP 1664

DOCUMENTATION ATTACHED (Y/N) \_\_\_\_\_

TRANSFER CONFIRMED \_\_\_\_\_

**COUNTY COMMISSION / COUNTY CLERK**

APPROVED DISPOSAL METHOD:

\_\_\_\_ TRANSFER DEPARTMENT NAME \_\_\_\_\_ NUMBER \_\_\_\_\_

LOCATION WITHIN DEPARTMENT \_\_\_\_\_

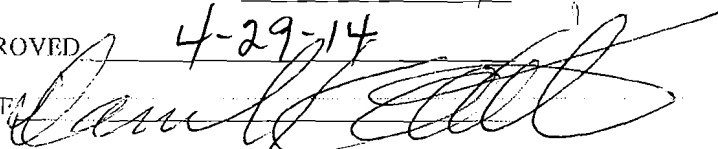
INDIVIDUAL 

\_\_\_\_ TRADE \_\_\_\_ AUCTION \_\_\_\_ SEALED BIDS

\_\_\_\_ OTHER EXPLAIN \_\_\_\_\_

COMMISSION ORDER NUMBER 200-2014

DATE APPROVED 4-29-14

SIGNATURE 





**PURCHASE AGREEMENT  
FOR  
LIGHT EXCAVATORS**

**THIS AGREEMENT** dated the 29<sup>th</sup> day of April 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Crown Power & Equipment Co., LLC**, herein "Vendor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **one (1) Kubota KX057-4 Compact Excavator**, the Missouri Department of Transportation (MO DOT) cooperative contract number **3-130925TV-Light Excavators**, Crown Power & Equipment quote dated April 16, 2014 and any amendments and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. In the event of conflict between any of the foregoing documents, this Purchase Agreement, MO DOT cooperative contract number **3-130925TV** and any amendments shall prevail.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with one (1) Kubota KX057-4 Compact Excavator as follows:

Description	Qty	Contract Price
Kubota KX057-4 Compact Excavator	1	\$55,600.00
Cab with A/C & Heat	1	\$ 5,803.00
Angle Blade	1	\$ 2,450.00
Quick Coupler	1	\$ 714.00
Hydraulic Thumb Kit	1	\$ 1,889.00
<b>Total Price</b>		<b>\$66,456.00</b>

3. **Delivery** - Vendor agrees to deliver equipment within **60** days after receipt of order. Delivery shall be to Boone County Public Works 5551 Tom Bass Rd., Columbia, MO 65201.

4. **For Fixed Asset Tracking** – Vendor agrees to send list of equipment described in this contract, with individual serial numbers to Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced to the Boone County Public Works Department and billings may only include the prices listed in the vendor's bid response. No additional fees for paper work processing, labor, or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all invoices within thirty days of receipt of an accurate statement. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or

200-2014

- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**CROWN POWER & EQUIPMENT CO., LLC**

**BOONE COUNTY, MISSOURI**

by Robert Cone

by: Boone County Commission  
[Signature]

title \_\_\_\_\_

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk *my*

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

2040-92300 - \$66,456.00

Jane E. Pitchford  
Signature *by [initials]*

4/21/14  
Date

Appropriation Account

## **STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



MAIN OFFICE 1881 PRATHERSVILLE RD

COLUMBIA, MO 65202

Power & Equipment

Boone County Highway Department  
Columbia, MO

We are please to present this proposal to you for a Kubota KX057 Excavator

MoDOT Cooperative Contract number 3-130925TV  
Light Excavator with 12% Discount

**Kubota KX057 Excavator** Base Price: \$55,600.00

Cab Heat and A/C	\$7,195.00	\$5,803.00
Angle Blade	\$2,784.00	\$2,450.00
Quick Coupler	\$851.00	<del>\$749.00</del>
Hydraulic Thumb	\$2,147.00	\$1,889.00

714.00

RC

~~\$66,491.00~~

lele, 456.00

RC

We thank you for this opportunity to be of service and trust this proposal will receive your favorable consideration!

Thank you

*Robert Case*

PO BOX 152  
HWY 52 WEST  
ELDON, MO 65026  
PHONE: (573) 392-0230

3621 ROCKPORT HILLS RD  
JEFFERSON CITY, MO 65101  
PHONE: (573) 638-5281

PO BOX 218  
HWY 50 & 127  
LAMONTE, MO  
PHONE: (660) 347-5855

PO BOX 177  
3815 S SPRINGFIELD  
BOLIVAR, MO 65613  
PHONE: (471) 326-7641

PO BOX 187  
103 HWY 24 W  
SALISBURY, MO 65281  
PHONE: (660) 388-5475



Missouri Department of Transportation  
Bid Tabulation of Request 3-130925TV Light Excavators  
Opened on 9/25/13  
Multiple Award

**VENDOR INFORMATION**

**Name:** Altorfer Inc.  
**Contact name:** Chris Akright  
**Address Line:** 3520 Moberly  
**Address Line:** Hannibal, MO 63401  
**Telephone #:** 573-221-8600  
**Email:** [cakright@altorfer.com](mailto:cakright@altorfer.com)  
**Cooperative:** Yes

**Name:** Bobcat of St. Louis  
**Contact name:** Rob Bristow  
**Address Line:** 1101 N. Lenway Drive  
**Address Line:** Columbia, MO 65202  
**Telephone #:** 573-886-9435  
**Email:** [rbristow@bobcatofstl.com](mailto:rbristow@bobcatofstl.com)  
**Cooperative:** Yes

**Name:** Clark Equipment dba Doosan  
**Contact name:** Matt Gansser  
**Address Line:** 2905 Shawnee Ind. Way  
**Address Line:** Suwanee, GA 30024  
**Telephone #:** 770-831-2213  
**Email:** [matt.gansser@doosan.com](mailto:matt.gansser@doosan.com)  
**Cooperative:** Yes

**Name:** Crown Power & Equip  
**Contact name:** Jon LaFoy  
**Address Line:** 1881 Prathersville Rd.  
**Address Line:** Columbia, MO 65202  
**Telephone #:** 573-443-4541  
**Email:** [jlafoy@crown-power.com](mailto:jlafoy@crown-power.com)  
**Cooperative:** Yes

**Name:** Erb Equipment Co., Inc  
**Contact name:** Greg Anich  
**Address Line:** 200 Erb Industrial Drive  
**Address Line:** Fenton, MO 63026  
**Telephone #:** 636-349-0200  
**Email:** [greganich@erbequipment.com](mailto:greganich@erbequipment.com)  
**Cooperative:** Yes

**Name:** G.W. Van Keppel Co.  
**Contact name:** Steven Phillips  
**Address Line:** 1801 N. 9th Street  
**Address Line:** Kansas City, KS 66101  
**Telephone #:** 913-281-4800  
**Email:** [sphillips@vankeppel.com](mailto:sphillips@vankeppel.com)  
**Cooperative:** Yes

**Name:** John Fabick Tractor Company  
**Contact name:** David Burns  
**Address Line:** One Fabick Drive  
**Address Line:** Fenton, MO 63026  
**Telephone #:** 636-343-5900  
**Email:** [chris.burns@fabickcat.com](mailto:chris.burns@fabickcat.com)  
**Cooperative:** Yes

**Name:** Luby Equipment  
**Contact name:** Jerry Jansen  
**Address Line:** 2300 Cassens Drive  
**Address Line:** Fenton, MO 63026  
**Telephone #:** 636-343-9970  
**Email:** [jjansen@lubvequipment.com](mailto:jjansen@lubvequipment.com)  
**Cooperative:** Yes

**Name:** Murphy Tractor  
**Contact name:** James Levy  
**Address Line:** 8600 NE Parvin Rd.  
**Address Line:** Kansas City, MO 64161  
**Telephone #:** 816-483-5000  
**Email:** [jlevy@murphytractor.com](mailto:jlevy@murphytractor.com)  
**Cooperative:** Yes

**Name:** Pat Kelly Equipment Co., Inc.  
**Contact name:** Robert Harter  
**Address Line:** 5920 N. Lindbergh Blvd  
**Address Line:** Hazelwood, MO 63042-3124  
**Telephone #:** 314-895-9500  
**Email:** [bob@patkelly.com](mailto:bob@patkelly.com)  
**Cooperative:** Yes

**Name:** Roland Machinery Company  
**Contact name:** James M. Jesuit  
**Address Line:** 4670 Crossroads Ind. Dr.  
**Address Line:** Bridgeton, MO 63044  
**Telephone #:** 314-291-1330  
**Email:** [vkeough@rolandmachinery.com](mailto:vkeough@rolandmachinery.com)  
**Cooperative:** Yes

**Name:** Rudd Equipment  
**Contact name:** C. B. Schiff  
**Address Line:** 4779 Baumgartner Rd.  
**Address Line:** St. Louis, MO 63129  
**Telephone #:** 314-487-8925  
**Email:** [cschiff@ruddequipment.com](mailto:cschiff@ruddequipment.com)  
**Email:** [gharshberger@ruddequipment.com](mailto:gharshberger@ruddequipment.com)  
**Cooperative:** Yes

**Name:** Sievers Equipment Co dba JCB of St. Louis  
**Contact name:** Mark Sievers  
**Address Line:** 7978 Veterans Memorial Parkway  
**Address Line:** St. Peters, MO 63376  
**Telephone #:** 636-281-4450  
**Email:** [mark.sievers@sieversequipment.com](mailto:mark.sievers@sieversequipment.com)  
**Cooperative:** Yes

**Name:** Tri-State Construction Equipment Co.  
**Contact name:** Kevin Smyser  
**Address Line:** 6787 County Road 312  
**Address Line:** Palmyra, MO 63461  
**Telephone #:** 573-769-2274  
**Email:** [kevinsmyser@meoi.com](mailto:kevinsmyser@meoi.com)  
**Cooperative:** Yes



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130925TV Excavators  
 Opened on 09/25/13  
 Multiple Award**

**Item #1. Standard Compact Excavator, horsepower range of 40-60 with 4-6 metric ton**

<u>Vendor</u>	<u>Make/Model</u>	<u>Base Price</u>	<u>Option 1</u> (30" Bucket)	<u>Option 2</u> (36" Bucket)	<u>Option 3</u> (48" Bucket)	<u>Option 4</u> (Hydraulic Thumb)	<u>Option 5</u> (Beacon Light)	<u>MSRP %</u>	<u>Districts</u>	<u>ARO</u>	<u>Coop</u>
Altorfer Inc.	Caterpillar 304E	\$42,995.00	\$1,142.00	\$1,246.00	\$950.00	\$3,365.00	\$400.00	28% for options, 20% for other WTs	NE	120-150	Yes
Altorfer Inc.	Caterpillar 305E CR	\$55,300.00	\$1,295.00	\$1,385.00	\$1,105.00	\$3,365.00	\$400.00	28% for options, 20% for other WTs	NE	120-150	Yes
Altorfer Inc.	Caterpillar 305.5E CR	\$55,300.00	\$1,295.00	\$1,385.00	\$1,105.00	\$3,365.00	\$400.00	28% for options, 20% for other WTs	NE	120-150	Yes
Bobcat of St. Louis	Takeuchi TB138 Rops with coupler and 24" bucket	\$38,400.00	\$830.00	\$0.00	\$1,460.00	\$1,728.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB138 Cab with coupler and 24" bucket	\$44,900.00	\$830.00	\$0.00	\$1,460.00	\$1,728.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB153 Rops with coupler and 24" bucket	\$52,100.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB153 Cab with coupler and 24" bucket	\$57,250.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB250 Rops with coupler and 24" bucket	\$48,400.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB250 Rops w/ angle w/ coupler & 24" bucket	\$50,500.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB250 Cab with coupler and 24" bucket	\$53,100.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB250 Cab and angle with coupler and 24" bucket	\$55,100.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB260 Cab with angle with coupler and 24" bucket	\$59,900.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB260 Cab with coupler and 26" bucket	\$57,700.00	\$1,020.00	\$1,206.00	\$1,485.00	\$1,863.00	\$300.00	10%	NE, CD, STL, SE	30-90	Yes
Crown Power & Equipment	Kubota KX040-4	\$42,800.00	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	12%	NW, NE, KC, CD, SW	0-60	Yes
Crown Power & Equipment	Kubota KX057-4	\$55,600.00	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	12%	NW, NE, KC, CD, SW	0-60	Yes
Erb Equipment Co. Inc.	John Deere 35G	\$43,900.00	\$900.00	\$1,120.00	\$1,336.00	\$1,700.00	\$795.00	24%	STL, SE	60-90	Yes
Erb Equipment Co. Inc.	John Deere 50G	\$56,000.00	\$838.00	\$1,200.00	\$1,376.00	\$1,755.00	\$795.00	24%	STL, SE	60-90	Yes
Erb Equipment Co. Inc.	John Deere 60G	\$62,300.00	\$1,028.00	\$1,070.00	\$1,476.00	\$1,755.00	\$795.00	24%	STL, SE	60-90	Yes
G.W. Van Keppel Co.	Volvo ECR58D	\$53,146.00	\$732.00	\$956.00	\$1,022.00	\$1,907.00	\$168.00	19%	NW, KC, CD, SW	60-90	Yes
G.W. Van Keppel Co.	Volvo ECR88D	\$83,365.00	\$971.00	\$1,004.00	\$1,057.00	\$2,489.00	\$168.00	19%	NW, KC, CD, SW	60-90	Yes



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130925TV Excavators  
 Opened on 09/25/13  
 Multiple Award**

John Fabick Tractor Company	Caterpillar 304E	\$41,297.28	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	28% on added options, 20% on added WT's	NE, CD, STL, SW, SE	120-150	Yes
John Fabick Tractor Company	Caterpillar 305E	\$48,257.42	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	28% on added options, 20% on added WT's	NE, CD, STL, SW, SE	120-150	Yes
John Fabick Tractor Company	Caterpillar 305.5E	\$53,975.12	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	See separate vendor options quote sheet attachment	28% on added options, 20% on added WT's	NE, CD, STL, SW, SE	120-150	Yes
Luby Equipment	Case CX55B	\$54,750.00	\$1,325.00	\$1,425.00	\$1,825.00	\$1,850.00	\$363.00	30%	NE, STL, SE	60-120	Yes
Luby Equipment	Takeuchi TB153FR	\$58,000.00	\$1,325.00	\$1,425.00	\$1,825.00	\$1,850.00	\$363.00	20%	NE, STL, SE	60-120	Yes
Luby Equipment	Takeuchi TB260	\$58,500.00	\$1,325.00	\$1,425.00	\$1,825.00	\$1,850.00	\$363.00	20%	NE, STL, SE	60-120	Yes
Murphy Tractor	John Deere 35G	\$44,200.00	\$630.00	\$950.00	N/A	\$1,700.00	\$795.00	24%	NW, KC, SW	60-90	Yes
Murphy Tractor	John Deere 50G	\$56,400.00	\$815.00	\$845.00	\$1,480.00	\$1,755.00	\$795.00	24%	NW, KC, SW	60-90	Yes
Murphy Tractor	John Deere 60G	\$62,700.00	\$995.00	\$1,040.00	\$1,480.00	\$1,755.00	\$795.00	24%	NW, KC, SW	60-90	Yes
Murphy Tractor	John Deere 75G	\$85,200.00	\$2,075.00	\$2,225.00	\$1,910.00	\$6,050.00	\$795.00	24%	NW, KC, SW	60-90	Yes
Pat Kelly Equipment Co, Inc.	New Holland E55BX Open Cab	\$53,624.00	\$1,063.00	\$1,167.00	\$1,228.00	\$2,674.00	in base unit	23% NH	NE, CD, STL, SE	90-160	Yes
Pat Kelly Equipment Co, Inc.	New Holland E55BX Enclosed Cab, heat and a/c	\$58,484.00	\$1,063.00	\$1,167.00	\$1,228.00	\$2,674.00	in base unit	23% NH	NE, CD, STL, SE	90-160	Yes
Roland Machinery Company	Komatsu PC55MR-3	\$56,683.00	\$1,352.00	\$1,497.00	\$1,419.00	\$2,605.00	\$550.00	N/A	NE, CD, STL, SE	45	Yes
Rudd Equipment (Bid #1)	Volvo ECR38	\$40,424.00	\$800.00	\$900.00	\$1,500.00	\$1,600.00	\$185.00	30%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #1)	Volvo ECR55C	\$48,665.00	\$1,150.00	\$1,275.00	\$1,800.00	\$2,700.00	\$268.00	30%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #1)	Volvo ECR58D	\$51,443.00	\$1,150.00	\$1,275.00	\$1,800.00	\$2,700.00	\$268.00	30%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hitachi ZX35U-5	\$43,995.00	\$800.00	\$900.00	\$1,500.00	\$1,600.00	\$185.00	20%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hitachi ZX50U-5	\$57,394.00	\$1,150.00	\$1,275.00	\$1,800.00	\$2,700.00	\$268.00	20%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hitachi ZX60USB-5	\$64,885.00	\$1,150.00	\$1,275.00	\$1,800.00	\$2,700.00	\$268.00	20%	NE, CD, STL, SE	60-90	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JCB 8035 ZTS	\$35,191.00	\$785.00	\$1,174.00	\$1,015.00	\$2,683.00	\$182.00	23%	ALL	<120	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JCB 8040 ZTS	\$38,824.00	\$1,176.00	\$1,300.00	\$944.00	\$2,379.00	\$190.00	30%	ALL	<120	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JCB 8045 ZTS	\$40,716.00	\$1,176.00	\$1,300.00	\$944.00	\$2,379.00	\$190.00	32%	ALL	<120	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JCB 8055 ZTS	\$47,210.00	\$1,176.00	\$1,300.00	\$944.00	\$2,379.00	\$190.00	31%	ALL	<120	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JCB 8065 RTS	\$56,185.00	\$1,176.00	\$1,216.00	\$1,477.00	\$3,727.00	\$190.00	30%	ALL	<120	Yes
Tri-State Construction Equip Co.	John Deere 50G	\$56,000.00	\$815.00	\$845.00	\$1,480.00	\$1,755.00	\$795.00	24%	NE, CD	60-90	Yes
Tri-State Construction Equip Co.	John Deere 60G	\$62,300.00	\$995.00	\$1,040.00	\$1,480.00	\$1,755.00	\$795.00	24%	NE, CD	60-90	Yes
Tri-State Construction Equip Co.	John Deere 75G	\$84,200.00	\$2,075.00	\$2,225.00	\$1,910.00	\$6,050.00	\$795.00	24%	NE, CD	60-90	Yes



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
**Opened on 09/25/13**  
**Multiple Award**

Item #2. Standard Crawler Excavator with horsepower range 85-100 with 10-15 metric ton

Opts. in Data Book

Vendor	Make/Model	Base Price	MSRP %	Districts	ARO	Coop
Allorfer Inc.	Caterpillar 312E	\$134,190.00	28% for options, 20% for other WT's	NE	120-150	Yes
Allorfer Inc.	Caterpillar 314E LCR	\$140,320.00	28% for options, 20% for other WT's	NE	120-150	Yes
Bobcat of St. Louis	Takeuchi TB1140 with road liner tracks	\$123,700.00	10%	NE, CD, STL, SE	30-90	Yes
Bobcat of St. Louis	Takeuchi TB1140	\$117,300.00	10%	NE, CD, STL, SE	30-90	Yes
Crown Power & Equipment	Case CX130C w/ Cab & 8.2' Dipper	\$114,200.00	35%	NW, NE, CD	0-120	Yes
Clark Equipment DBA Doosan	Doosan DX140LC-3	\$98,220.00	\$23.00	ALL	60-90	Yes
Erb Equipment Co. Inc.	John Deere 130G Excavator with 24" bucket	\$126,550.00	0%	STL, SE	75	Yes
G.W. Van Keppel Co.	Volvo ECR145	\$127,925.00	17%	NW, KC, CD, SW	60-90	Yes
John Fabick Tractor Company	Caterpillar 312E	\$132,077.14	28% on added options, 20% on added WT's	NE, CD, STL, SW, SE	120-150	Yes
John Fabick Tractor Company	Caterpillar 314E	\$139,328.71	28% on added options, 20% on added WT's	NE, CD, STL, SW, SE	120-150	Yes
Luby Equipment	Case CX130C	\$117,250.00	35%	NE, STL, SE	60-90	Yes
Murphy Tractor	John Deere 85G	\$96,500.00	25%	NW, KC, SW	60-90	Yes
Murphy Tractor	John Deere 130G	\$118,288.00	25%	NW, KC, SW	60-90	Yes
Murphy Tractor	John Deere 135G	\$131,000.00	25%	NW, KC, SW	60-90	Yes
Roland Machinery Company	Komatsu PC138USLC-10	\$124,268.00	N/A	NE, CD, STL, SE	45	Yes
Rudd Equipment (Bid #1)	Volvo ECR88D	\$82,163.00	30%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hilachi ZX75US-5	\$92,723.00	20%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hilachi ZX85USB-5	\$97,102.00	20%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hilachi ZX130-5	\$133,139.00	20%	NE, CD, STL, SE	60-90	Yes
Rudd Equipment (Bid #2)	Hilachi ZX135US-5	\$139,753.00	20%	NE, CD, STL, SE	60-90	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JCB 8085 ZTS	\$71,164.00	30%	ALL	<120	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JS 145 LC	\$115,940.00	24%	ALL	<150	Yes
Sievers Equipment Co. DBA JCB of St. Louis	JS 145 LC with dozer blade	\$126,891.00	26%	ALL	<150	Yes
Tri-State Construction Equip Co.	John Deere 85G	\$94,000.00	25%	NE, CD	60-90	Yes
Tri-State Construction Equip Co.	John Deere 135G	\$129,000.00	25%	NE, CD	60-90	Yes
Tri-State Construction Equip Co.	John Deere 130G	\$120,000.00	25%	NE, CD	60-90	Yes





**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
**Opened on 09/25/2013**  
**Multiple Award**  
**EQUIPMENT DETAIL PAGE**

**Item #1. Standard Compact Excavator, horsepower range of 40-60 with 4-6 metric ton**

	TriState JOHN DEERE 35G	TriState JOHN DEERE 50G	TriState JOHN DEERE 60G	TriState JOHN DEERE 75G	LUBY CASE CX55B	LUBY TAKEUCHI TB153FR	LUBY TAKEUCHI TB260
Net Horse Power:	23	35.9	53	57	40	39	47
Engine Make:	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR
Engine Model:	3TNV88F	4TNV88C	4TNV98C	4YNV98C	4TNV88	4TNV88	4TNV86CT
Operating Weight Lbs.:	7,760	11,063	14,204	17,952	12,295	12,681	12,509
Operating Weight (metric ton):	3.5	5.0	6.0	7.5	5.6	6.0	6.0
Max. Dig Depth: (ft/in)	11' 4"	12' 7"	13' 6"	15' 1"	12' 10"	12' 10"	12' 9"
Reach @ground level (ft/in)	18' 1"	20' 6"	21' 6"	22' 2"	19' 11"	19' 10"	20' 1"
Dump Height (ft/in)	11' 9"	13' 4"	14' 6"	18' 1"	13' 10"	12' 9"	13' 10"
Track Shoe or Rubber shoe width (in)	12"	16"	16"	18"	15.7"	15.7"	15.7"
Tail overhang over side (in)	39" RADIUS	43" TAIL SWING RADIUS	4' 8" TAIL SWING RADIUS	4' 3" TAIL SWING RADIUS	11.5"	0"	12.5"
Length of track on ground (ft/in)	6' 11"	8' 2"	8' 2"	9' 7"	6' 6"	6' 6"	6' 9"

	ERB JOHN DEERE 35G	ERB JOHN DEERE 50G	ERB JOHN DEERE 60G	Sievers Equip. dba JCB JCB 8035 ZTS	Sievers Equip. dba JCB JCB 8040 ZTS	Sievers Equip. dba JCB JCB 8045 ZTS	JCB JCB 8055 RTS
Net Horse Power:	23	36	53	30.4	45	45	45.7
Engine Make:	YANMAR	YANMAR	YANMAR	PERKINS	PERKINS	PERKINS	ISUZU
Engine Model:	3TNV88F	4TNV88C	4TNV98C	403D-17	404-22D	404-22D	4LE-1NA
Operating Weight Lbs.:	7,760	11,063	14,204	8,049	9,480	10,472	11,660
Operating Weight (metric ton):	3.5	5.0	6.0	3.5	4.3	4.8	5.3
Max. Dig Depth: (ft/in)	11' 4"	12' 7"	13' 6"	11' 6"	11' 7"	12' 3"	12' 4"
Reach @ground level (ft/in)	18' 1"	20' 6"	21' 6"	17' 5"	18' 5"	19' 2"	19' 6"
Dump Height (ft/in)	11' 9"	13' 4"	14' 8"	11' 5"	12' 7"	13' 1"	13' 6"
Track Shoe or Rubber shoe width (in)	12"	16"	16"	12"	16"	16"	16"
Tail overhang over side (in)	39" RADIUS	43" TAIL SWING RADIUS	4' 8" TAIL SWING RADIUS	ZERO TAIL	ZERO TAIL	ZERO TAIL	2"
Length of track on ground (ft/in)	6' 11"	8' 2"	8' 2"	5' 7"	6' 1"	6' 6"	6' 6"



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
 Opened on 09/25/2013  
 Multiple Award  
**EQUIPMENT DETAIL PAGE**

JCB	PAT KELLY NEW HOLLAND E55BX OPEN CAB	PAT KELLY NEW HOLLAND E55BX ENCLOSED CAB HEAT & A/C	BOBCAT TAKEUCHI TB1338 ROPS WI COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB1338 CAB WI COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB1338 ROPS WI COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB1338 CAB WI COUPLER & 24" BUCKET
51.1	ISUZU 4LE1T 14,515 6.6 14' 3" 21'-4" 14' 0" 6.5' 8' 6"	39 YANMAR 4TNV88BXPYBD 12,130 5.5 12'-10" 18'-11" 13'-10" 15.7' 14.7' 8' 6"	38 YANMAR Y3TNV88 8,355 4.0 10'-11" 17.7' 12' 8" 13.6' 6' 5' 5"	38 YANMAR Y3TNV88 8,355 4.0 10'-11" 17.7' 12' 8" 13.6' 6' 5' 5"	38.7 YANMAR Y4TNV88 12,450 6.0 12'-10" 19' 10" 12' 9" 15.7' 6' 8' 6"	38.7 YANMAR Y4TNV88 12,450 6.0 12'-10" 19' 10" 12' 9" 15.7' 6' 8' 6"

Net Horse Power:  
 Engine Model:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

BOBCAT TAKEUCHI TB250 ROPS W/COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB250 CAB W/COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB250 CAB & ANGLE W/COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB260 CAB WI ANGLE W/COUPLER & 24" BUCKET	BOBCAT TAKEUCHI TB240 CAB W/COUPLER & 28" BUCKET	CIROWN KUBOTA KX040-4
38 YANMAR Y4TNV88 10,650 5.0 12'-5" 20'-1.5" 13' 8" 15.7' 4' 8" 78.1"	38 YANMAR Y4TNV88 10,650 5.0 12'-5" 20'-1.5" 13' 8" 15.7' 4' 8" 78.1"	38 YANMAR Y4TNV88 10,650 5.0 12'-5" 20'-1.5" 13' 8" 15.7' 4' 8" 78.1"	47.6 YANMAR Y4TNV88CT 12,589 6.0 12'-9.4" 20'-6.9" 13'-10" 15.7' 4'-3.1" 78.1"	47.6 YANMAR Y4TNV88CT 12,589 6.0 12'-9.4" 20'-6.9" 13'-10" 15.7' 4'-3.1" 78.1"	10.3 KUBOTA D180LCR-TEA 9,865 4.470 11'-2.7" 17'-9" 12'-9.5" 13.5" 4'-3.2" 5'-9"

Net Horse Power:  
 Engine Model:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
**Opened on 09/25/2013**  
**Multiple Award**

**EQUIPMENT DETAIL PAGE**

CROWN	ALTOFFER	ALTOFFER	ALTOFFER	ALTOFFER	ALTOFFER	MURPHY	MURPHY	MURPHY	MURPHY
KUBOTA K0874	CATERPILLAR 30ME CR	CATERPILLAR 30BE CR	CATERPILLAR 305.5E CR	CATERPILLAR 305.5E CR	JOHN DEERE 350	JOHN DEERE 50G	JOHN DEERE 50G	JOHN DEERE 600	JOHN DEERE 600
56.9	47	55	40	40.2	44.2	38.2	38.2	33.0	33.0
YANMAR	VOLVO	VOLVO	CATERPILLAR	CATERPILLAR	FABICK	FABICK	FABICK	YANMAR	YANMAR
4TNV98C	DZ.6H	DZ.6H	C2.4	C2.4	CATERPILLAR	CATERPILLAR	CATERPILLAR	4TNV98C	4TNV98C
17,592	12,830	15,420	8,838	11,217	11,938	11,938	11,938	14,204	14,204
7.5	5,820 KG	6,810 KG	4.0	5.1	5.4	5.4	5.0	6.0	6.0
15' 1"	11' 7"	13' 7"	10' 3"	10' 9"	18' 8"	18' 8"	12' 7"	13' 6"	13' 6"
22' 2"	19' 2"	22' 4"	17' 1"	17' 10"	18' 6"	18' 6"	20' 6"	21' 8"	21' 8"
18' 1"	13' 3"	16' 3"	16' 5"	16' 5"	17' 5"	17' 5"	14' 2"	14' 6"	14' 6"
18"	16"	18"	13"	13"	16"	16"	16"	18"	18"
4' 2"	3"	3"	0	0	0.0	0.0	0.0	16.5"	16.5"
7' 8"	8' 2"	9' 3"	7' 3"	4"	5' 5"	6' 7"	6' 7"	6' 6"	6' 6"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

CROWN	ALTOFFER	ALTOFFER	ALTOFFER	ALTOFFER	ALTOFFER	MURPHY	MURPHY	MURPHY	MURPHY
JOHN DEERE 75G	VOLVO ECR98D	GW VAN KEPPEL	GW VAN KEPPEL	CATERPILLAR 304E	CATERPILLAR 305.5E	FABICK	FABICK	FABICK	ROLAND
56.9	47	55	40	40.2	44.2	38.2	38.2	33.0	33.0
YANMAR	VOLVO	VOLVO	CATERPILLAR	CATERPILLAR	FABICK	FABICK	FABICK	YANMAR	YANMAR
4TNV98C	DZ.6H	DZ.6H	C2.4	C2.4	CATERPILLAR	CATERPILLAR	CATERPILLAR	4TNV98C	4TNV98C
17,592	12,830	15,420	8,838	11,217	11,938	11,938	11,938	14,204	14,204
7.5	5,820 KG	6,810 KG	4.0	5.1	5.4	5.4	5.0	6.0	6.0
15' 1"	11' 7"	13' 7"	10' 3"	10' 9"	18' 8"	18' 8"	12' 7"	13' 6"	13' 6"
22' 2"	19' 2"	22' 4"	17' 1"	17' 10"	18' 6"	18' 6"	20' 6"	21' 8"	21' 8"
18' 1"	13' 3"	16' 3"	16' 5"	16' 5"	17' 5"	17' 5"	14' 2"	14' 6"	14' 6"
18"	16"	18"	13"	13"	16"	16"	16"	18"	18"
4' 2"	3"	3"	0	0	0.0	0.0	0.0	16.5"	16.5"
7' 8"	8' 2"	9' 3"	7' 3"	4"	5' 5"	6' 7"	6' 7"	6' 6"	6' 6"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)



Missouri Department of Transportation  
 Bid Tabulation of Request 3-130925TV Excavators  
 Opened on 09/25/2013  
 Multiple Award

EQUIPMENT DETAIL PAGE

Item #2, Standard Crawler Excavator with horsepower range 85-100 with 10-15 metric ton	Engine Make:	Engine Model:	Operating Weight lbs:	Max. Dig Depth (ft/in):	Reach @ground level (ft/in):	Dump Height (ft/in):	Track Shoe or Rubber shoe width (in):	Tail overhang over side (in):	Length of track on ground (ft/in):
RUPD Bid #2 HITACHI ZX35U-5	YANMAR	3TNV98BF	8,135	3.69	10' 0"	12'	0"	6' 11"	
RUPD Bid #2 HITACHI ZX50U-5	YANMAR	4TNV98C	10,847	4.92	13' 4"	16'	0"	8' 2"	
RUPD Bid #2 HATACHI ZX60SB-5	YANMAR	4TNV98C	13,788	6.24	20' 5"	16'	11.5"	8' 2"	
RUPD Bid #1 VOLVO EC838	VOLVO	01.8	7,561	3.43	15' 8"	12'	0"	8' 9"	
RUPD Bid #1 VOLVO EC55C	VOLVO	03.1D	12,568	5.70	18' 7"	16'	27"	8' 2"	
RUPD Bid #1 VOLVO EC88D	VOLVO	47.1	12,830	5.82	19' 2"	16'	0"	8' 2"	

Item #2, Standard Crawler Excavator with horsepower range 85-100 with 10-15 metric ton	Engine Make:	Engine Model:	Operating Weight lbs:	Max. Dig Depth (ft/in):	Reach @ground level (ft/in):	Dump Height (ft/in):	Track Shoe or Rubber shoe width (in):	Tail overhang over side (in):	Length of track on ground (ft/in):
JOHN DEERE 85G	YANMAR	4TNV98C-4/18V (FINAL TIER 4)	18,821	18.821	14' 10"	13' 9"	16' 6"	11' 9"	4' 11" TAIL SWING RADIUS
JOHN DEERE 135G	ISUZU	4JJ (INTERIM TIER 4/EU)	30,176	19.7"	19' 7"	13' 3"	16' 6"	11' 9"	4' 11" TAIL SWING RADIUS
JOHN DEERE 130G	John Deere	DL06K	29,289	19' 11"	19' 7"	13' 3"	16' 6"	11' 9"	4' 11" TAIL SWING RADIUS
DOOSAN DX140LC-3	DOOSAN	107	31,246	14.0	20' 2"	13' 3"	24"	7' 2"	23' 6" STEEL
LUBY CASE CX130C	ISUZU	AM-4LJ1X	28,800	12.3	18' 2"	13' 3"	24"	7' 2"	23' 6" STEEL
ERR JOHN DEERE 130G	JOHN DEERE	POWERTECH PWX	29,269	13.4	19' 11"	13' 3"	24"	7' 2"	23' 6" STEEL
Sivers Equip. dba JCB 8085 ZTS	ISUZU	4LE2X	17,694	8.5	14' 3"	8' 9"	15' 0"	7' 3"	18' OR 24" OPTIONAL ZERO TAIL



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130925TV Excavators  
 Opened on 09/25/2013  
 Multiple Award**

**EQUIPMENT DETAIL PAGE**

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight lbs.  
 Operating Weight (metric ton):  
 Max Dig Depth: (ft/in)  
 Depth @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

Sievers Equip. dba JCB JCB JS145LC	Sievers Equip. dba JCB JCB JS1486C WITH DOZER BLADE	BOBCAT TAKEUCHI TB1140 W/ ROAD LINER TRACKS	BOBCAT TAKEUCHI TB1140	CROWN CASE CX130C W/CAB & 8" 2" DIPPER	ALTORFER CAT 312E	ALTORFER CATERPILLAR 314E LCR
109 JCB ECOMAX 444 TCA-81 31,440 14' 19' 9" NOT PUBLISHED 13' 3" 28' 5" 23' 1" 20" STD 24.28 OR 33" OPT 35" OVER 20" TRACKS 9' 5"	109 JCB ECOMAX 444 TCA-81 33,087 15' 19' 9" NOT PUBLISHED 13' 3" 28' 5" 23' 1" 20" STD 24.28 OR 33" OPT 35" OVER 24" TRACKS 9' 5"	103.3 ISUZU AM-4JJ1XT1 34,116 15' 18" 17' 2" 15' 2" 28' 9" 20' 4" 20" 6' 8" 9' 6"	103.3 ISUZU AM-4JJ1XT1 34,116 15' 18" 17' 2" 15' 2" 28' 9" 20' 4" 24.0" 6' 8" 9' 6"	100 ISUZU AM-4JJ1X 27,999 12,700 15' 19' 9" 19' 3" 19' 3" 21' 9" 23.6" 8' 7" 9' 10"	91 CAT C4.4 33,080 15' 18' 2" 17' 6" 15' 11" 24" 42" 10'	89 CAT C4.4 32,500 14' 17' 11" 16' 11" 16' 27' 22' 6" 24" 15' 10'

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight lbs.  
 Operating Weight (metric ton):  
 Max Dig Depth: (ft/in)  
 Depth @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

MURPHY JOHN DEERE 85G	MURPHY JOHN DEERE 130G	MURPHY JOHN DEERE 135G	GW VAN KEPPEL VOLVO ECR145	FABICK CATERPILLAR 312E	FABICK CATERPILLAR 314E	ROLAND KOMATSU PC138USLC- 10
56.9 YANMAR 4TNV98C-WHBW 18,821 8.5 14' 10" 13' 8" 13' 3" 25' 3" 16' 8" 20" RUBBER PADS 18.5" 7' 6"	97 JOHN DEERE POWER TECH PWX 31,200 13.0 19' 11" 19' 3" 18' 1" 28' 5" 21' 5" 24" 33" 9' 5"	97 ISUZU 4JJ (J174) 30,176 13.5 19' 7" 19' 17' 28' 7" 23' 8" 24" 9" 9' 5"	113 VOLVO D4H 33,080 15,000 KG (15) 18' 1" 17' 4" 14' 1" 26' 11" 22' 8" 24" 4" 12' 4"	91 CATERPILLAR C4.4 ACERT 29,770 13.5 18' 2" 17' 6" 15' 11" 26' 10" 27' 10" 20" 85" 10' 0"	89 CATERPILLAR C4.4 ACERT 32,600 14.8 17' 11" 16' 11" 27' 0" 30' 7" 20" 60" 10' 0"	93.5 KOMATSU SA44095LE-6 32,300 14.8 19' 4" 18' 9" 17' 6" 26' 3" 24' 1" 24" 10" 10' 4"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight lbs.  
 Operating Weight (metric ton):  
 Max Dig Depth: (ft/in)  
 Depth @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

RUDD HITACHI ZX175US-5	RUDD HITACHI ZX85USB-5	RUDD HITACHI ZX130-5	RUDD HITACHI ZX135US-5	RUDD VOLVO ECR88D
56.9 YANMAR 4TNV98C 18,221 8.26 13' 6" 12' 4" 12' 0" 20' 6" 16' 10" 18" 5.5" 9' 7"	56.9 YANMAR 4TNV98C-WHBW 19,564 8.87 13' 1" 11' 11" 11' 5" 23' 2" 15' 8" 24" 10.5" 9' 7"	97 ISUZU 4JJ1 26,454 11.88 18' 3" 17' 7" 16' 6" 28' 11" 20' 4" 24" 2' 11" 11' 9"	97 ISUZU 4JJ1 30,176 13.68 18' 0" 17' 3" 15' 6" 27' 0" 22' 5" 24" 8" 11' 9"	55 VOLVO D2.8H 19,420 8.81 13' 7" 12' 4" 9' 3" 22' 4" 16' 3" 18" 5.5" 9' 3"



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
**Opened on 09/25/2013**  
**Multiple Award**

**EQUIPMENT DETAIL PAGE**

**Item #1. Standard Compact Excavator, horsepower range of 40-60 with 4-6 metric ton**

	TriState JOHN DEERE 35G	TriState JOHN DEERE 50G	TriState JOHN DEERE 60G	TriState JOHN DEERE 75G	LUBY CASE CX55B	LUBY TAKEUCHI TB153FR	LUBY TAKEUCHI TB260
Net Horse Power:	23	35.9	53	57	40	39	47
Engine Make:	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR
Engine Model:	3TNV88F	4TNV88C	4TNV98C	4YNV98C	4TNV88	4TNV88	4TNV86CT
Operating Weight Lbs.:	7,760	11,063	14,204	17,952	12,295	12,681	12,509
Operating Weight (metric ton):	3.5	5.0	6.0	7.5	5.6	6.0	6.0
Max. Dig Depth: (ft/in)	11' 4"	12' 7"	13' 6"	15' 1"	12' 10"	12' 10"	12' 9"
Reach @ground level (ft/in)	18' 1"	20' 6"	21' 6"	22' 2"	19' 11"	19' 10"	20' 1"
Dump Height (ft/in)	11' 9"	13' 4"	14' 6"	16' 1"	13' 10"	12' 9"	13' 10"
Track Shoe or Rubber shoe width (in)	12"	16"	16"	16"	15.7"	15.7"	15.7"
Tail overhang over side (in)	39" RADIUS	43" TAIL SWING RADIUS	4' 8" TAIL SWING RADIUS	4' 3" TAIL SWING RADIUS	11.5"	0"	12.5"
Length of track on ground (ft/in)	6' 11"	8' 2"	8' 2"	9' 7"	6' 6"	6' 6"	6' 9"

	ERB JOHN DEERE 35G	ERB JOHN DEERE 50G	ERB JOHN DEERE 60G	Siewers Equip. dba JCB JCB 8035 ZTS	Siewers Equip. dba JCB JCB 8040 ZTS	Siewers Equip. dba JCB JCB 8045 ZTS	JCB JCB 8055 RTS
Net Horse Power:	23	36	53	30.4	45	45	45.7
Engine Make:	YANMAR	YANMAR	YANMAR	PERKINS	PERKINS	PERKINS	ISUZU
Engine Model:	3TNV88F	4TNV88C	4TNV98C	403D-17	404-22D	404-22D	4LE-1NA
Operating Weight Lbs.:	7,760	11,063	14,204	8,049	9,480	10,472	11,660
Operating Weight (metric ton):	3.5	5.0	6.0	3.5	4.3	4.8	5.3
Max. Dig Depth: (ft/in)	11' 4"	12' 7"	13' 6"	11' 6"	11' 7"	12' 3"	12' 4"
Reach @ground level (ft/in)	18' 1"	20' 6"	21' 6"	17' 5"	18' 5"	19' 2"	19' 5"
Dump Height (ft/in)	11' 9"	13' 4"	14' 6"	11' 5"	12' 7"	13' 1"	13' 6"
Track Shoe or Rubber shoe width (in)	12"	16"	16"	12"	16"	16"	16"
Tail overhang over side (in)	39" RADIUS	43" TAIL SWING RADIUS	4' 8" TAIL SWING RADIUS	ZERO TAIL	ZERO TAIL	ZERO TAIL	2"
Length of track on ground (ft/in)	6' 11"	8' 2"	8' 2"	5' 7"	6' 1"	6' 6"	6' 6"



**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
**Opened on 09/25/2013**  
**Multiple Award**  
**EQUIPMENT DETAIL PAGE**

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight Lbs.:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

JCB	PAT KELLY	PAT KELLY	BOBCAT	BOBCAT	BOBCAT	BOBCAT
JCB 8065 RTS	NEW HOLLAND E55BX OPEN CAB	NEW HOLLAND E55BX ENCLOSED CAB HEAT & A/C	TAKEUCHI TB138 ROPS W/ COUPLER & 24" BUCKET	TAKEUCHI TB138 CAB W/ COUPLER & 24" BUCKET	TAKEUCHI TB153 ROPS W/ COUPLER & 24" BUCKET	TAKEUCHI TB153 CAB W/ COUPLER & 24" BUCKET
51.1	39	39	38	38	38.7	38.7
ISUZU	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR
4LE-IT	4TNV88 BXPYBD	4TNV88 BXPYBD	Y3TNV88	Y3TNV88	Y4TNV88	Y4TNV88
14,515	12,130	12,130	8,355	8,355	12,450	12,450
6.6	5.5	5.5	4.0	4.0	6.0	6.0
14' 3"	12' 10"	12' 10"	10' 11"	10' 11"	12' 10"	12' 10"
21' 4"	18' 11"	18' 11"	17' 7"	17' 7"	19' 10"	19' 10"
14' 0"	13' 10"	13' 10"	12' 8"	12' 8"	12' 9"	12' 9"
16"	15.7"	15.7"	13.8"	13.8"	15.7"	15.7"
6.5"	11.7"	11.7"	0	0	0	0
6' 6"	6' 6"	6' 6"	5' 5"	5' 5"	6' 6"	6' 6"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight Lbs.:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

BOBCAT	BOBCAT	BOBCAT	BOBCAT	BOBCAT	BOBCAT	CROWN
TAKEUCHI TB250 ROPS W/COUPLER & 24" BUCKET	TAKEUCHI TB250 ROPS W/ANGLE W/COUPLER & 24" BUCKET	TAKEUCHI TB250 CAB W/COUPLER & 24" BUCKET	TAKEUCHI TB250 CAB & ANGLE W/COUPLER & 24" BUCKET	TAKEUCHI TB260 CAB W/ ANGLE W/ COUPLER & 24" BUCKET	TAKEUCHI TB260 CAB W/COUPLER & 26" BUCKET	KUBOTA KX040-4
38	38	38	38	47.6	47.6	48.9
YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	YANMAR	KUBOTA
Y4TNV88	Y4TNV88	Y4TNV88	Y4TNV88	Y4TNV86CT	Y4TNV86CT	D1803-CR-TE4
10,650	10,650	10,650	10,650	12,509	12,509	9,855
5.0	5.0	5.0	5.0	6.0	6.0	4.470
12' 5"	12' 5"	12' 5"	12' 5"	12' 9.4"	12' 9.4"	11' 2.7"
20' 1.5"	20' 1.5"	20' 1.5"	20' 1.5"	20' 6.9"	20' 6.9"	17' 9"
13' 8"	13' 8"	13' 8"	13' 8"	13' 10"	13' 10"	12' 9.5"
15.7"	15.7"	15.7"	15.7"	15.7"	15.7"	13.5"
4' 8"	4' 8"	4' 8"	4' 8"	4' 3.1"	4' 3.1"	4' 3.2"
78.1"	78.1"	78.1"	78.1"	78.1"	78.1"	5' 9"



Missouri Department of Transportation  
 Bid Tabulation of Request 3-130925TV Excavators  
 Opened on 09/25/2013  
 Multiple Award

EQUIPMENT DETAIL PAGE

CROWN	ALTORFER	ALTORFER	ALTORFER	MURPHY	MURPHY	MURPHY	MURPHY
KUBOTA KX874	CATERPILLAR 304E CR	CATERPILLAR 304E CR	CATERPILLAR 305.5E CR	JOHN DEERE 35G	JOHN DEERE 50G	JOHN DEERE 60G	JOHN DEERE 60G
47.6 KUBOTA V2607-D1 12,800 5,868 17.5 20.9 13.86' 15.2' 4'2" 7'8"	40.2 CAT 8.4/9' CANOPY 10' 3 STD STICK 17' 10' STD STICK 11' 0" STD STICK 19' 7'3"	40.2 CAT 10.8/9' CANOPY 10' 9" 17' 10" 12.2' 16' 5.5' 8'5"	41.2 CATERPILLAR 305.5E CR 11,618 CANOPY 5.5 11' 4" STD STICK 18' 6" STD STICK 12' 7" STD STICK 16' 8.6'	23.3 YANMAR 3TNV8BF 7,760 3.5 11' 4" 16' 1" 12' 0.0 5'5"	35.9 YANMAR 4TNV8BC 11,063 5.0 12' 7" 20' 6" 14' 2" 16" 0.0 6'7"	53.0 YANMAR 4TNV8BC 14,204 6.0 13' 6" 21' 6" 14' 6" 16" 16.5" 6'6"	53.0 YANMAR 4TNV8BC 14,204 6.0 13' 6" 21' 6" 14' 6" 16" 16.5" 6'6"

Net Horse Power:  
 Engine Model:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in):  
 Reach @ground level (ft/in):  
 Dump Height (ft/in):  
 Track Shoe or Rubber shoe width (in):  
 Tail overhang over side (in):  
 Length of track on ground (ft/in)

MURPHY	GW VAN KEPPEL	GW VAN KEPPEL	FABRICK	FABRICK	FABRICK	FABRICK	ROLAND
JOHN DEERE 75G	VOLVO ECR95D	VOLVO ECR95D	VOLVO ECR95D	CATERPILLAR 304E	CATERPILLAR 305E	CATERPILLAR 305.5E	KOMATSU PC36MR-3
56.9 YANMAR 4TNV8BC 17,952 7.5 15' 1" 22' 2" 18' 1" 18" 11.5" 7' 6"	47 VOLVO D2.6H 12,830 5,820 KG 11' 7" 19' 2" 13' 3" 18" 3" 8' 2"	55 VOLVO D2.6H 19,420 8,810 KG 13' 7" 22' 4" 16' 3" 18" 3" 9' 3"	40 CAT 8.8/9' 4.0 10' 3" 17' 1" 16' 5" 13" 0	40.2 CAT 11,217 5.1 10' 9" 17' 10" 17' 3" 16" 4"	41.2 CAT 11,936 5.4 10' 9" 17' 10" 17' 3" 16" 6"	38.2 KOMATSU 1200R-3 OR- 5.17' 12' 6" 19' 11" 13' 11" 16" 3.5" 76.74"	38.2 KOMATSU 1200R-3 OR- 5.17' 12' 6" 19' 11" 13' 11" 16" 3.5" 76.74"

Net Horse Power:  
 Engine Model:  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in):  
 Reach @ground level (ft/in):  
 Dump Height (ft/in):  
 Track Shoe or Rubber shoe width (in):  
 Tail overhang over side (in):  
 Length of track on ground (ft/in)





**Missouri Department of Transportation**  
**Bid Tabulation of Request 3-130925TV Excavators**  
 Opened on 09/25/2013  
 Multiple Award

**EQUIPMENT DETAIL PAGE**

RUID Bid #1 HITACHI ZX350-5	RUID Bid #2 HITACHI ZX350-5	RUID Bid #3 HITACHI ZX60US-5	RUID Bid #4 VOLVO EC35B	RUID Bid #5 VOLVO EC35C	RUID Bid #6 VOLVO EC35D
23.3 YANMAR 3TNV98F 8,135 3,690 17' 0" 17' 0" 10' 10" 16" 0"6' 11"	35.9 YANMAR 4TNV98C 10,897 4,921 17' 0" 18' 7" 13' 4" 16" 0"8' 2"	53 YANMAR 4TNV98C 13,798 6,241 17' 0" 20' 5" 19' 8" 16" 0"8' 2"	27 VOLVO D3.LD 7,561 3,451 12' 7" 18' 5" 13' 7" 13" 0" 6' 9"	47.1 VOLVO D3.LD 12,986 5,770 12' 7" 19' 7" 13' 3" 16" 0" 8' 2"	47 VOLVO D2.8H 12,830 5,621 19' 7" 13' 3" 16" 0" 8' 2"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight (Lbs.):  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Tail overhang over side (ft)  
 Length of track on ground (ft/in)

**Item #2 - Standard Crawler Excavator with horsepower range 85-100 with 10-15 metric ton**

Traskals JOHN DEERE 85G	Traskals JOHN DEERE 135G	Traskals JOHN DEERE 130G	Traskals DOOSAN DX140LC-3	LUBBY CASE CX130C	ERB JOHN DEERE 130G	Shimets Erpus Jcb JCB JCB 908S ZTS
27 YANMAR 4TNV98C-KH8W (FINAL TIER 4) 16,821 8.5 14' 10" 13' 3" 25' 3" 16' 8" 20" RUBBER PAO 4' 11" TAIL SWING RADIUS 9' 7"	Traskals ISUZU 4UJ (INTERM TIER 4EU) 30,176 13.0 19' 7" 17' 0" 28' 7" 23' 8" 24" 11' 9"	Traskals JOHN DEERE 4045H (INTERM TIER 4EU) 29,269 13.0 19' 11" 18' 1" 28' 5" 21' 5" 7' 2" 11' 9"	DOOSAN DL08K 31,746 14.0 20' 2" 19' 4" 15' 4" 28' 23.6' 12' 4"	LUBBY CASE CX130C 28,600 12.3 18' 2" 17' 5" 26' 8" 20' 10" 31.5' 9' 10"	ERB JOHN DEERE 29,269 13.4 19' 11" 15' 3" 28' 5" 21' 5" 24" 35' 11' 9"	ISUZU 4LE2X 17,694 8.5 14' 3" 8' 9" 22' 1" 15' 0" 18' OR 24' OPTIONAL ZERO TAIL 7' 3"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight (Lbs.):  
 Operating Weight (metric ton):  
 Max. Dig Depth: (ft/in)  
 Reach @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Tail overhang over side (ft/in)  
 Length of track on ground (ft/in)



**Missouri Department of Transportation  
 Bid Tabulation of Request 3-130925TV Excavators  
 Opened on 09/25/2013  
 Multiple Award**

**EQUIPMENT DETAIL PAGE**

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight lbs:  
 Operating Weight (metric ton):  
 Max Dig Depth: (ft/in)  
 Depth @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

Sievers Equip. dba JCB	Sievers Equip. dba JCB	BOBCAT TAKEUCHI TB1140 W/ ROAD LINER TRACKS	BOBCAT TAKEUCHI TB1140	CROWN CASE CX130C WCAB & 8' 2" DIPPER	ALTORFER CAT 312E	ALTORFER CATERPILLAR 314E LCR
JCB JS145LC	JCB JS1458C WITH DOZER BLADE	103.3 ISUZU AM-4JJ1XT1	103.3 ISUZU AM-4JJ1XT1	100 ISUZU AM-4JJ1X	91 CAT C4.4	89 CAT C4.4
109 JCB ECOMAX 444 TCA-81	108 JCB EXOMAX 444 TCA-81	33,087 34,116	33,087 34,116	27,999 27,999	33,080 33,080	32,600 32,600
31,440	33,087	34,116	34,116	27,999	33,080	32,600
14	15	15	15	12,700	15	14
18' 9"	19' 9"	18'	18'	19' 9"	18' 2"	17' 11"
NOT PUBLISHED	NOT PUBLISHED	17' 2"	17' 2"	19' 3"	17' 6"	16' 11"
13' 3"	13' 3"	15' 2"	15' 2"	19' 3"	15' 11"	16'
28' 5"	28' 5"	28' 9"	28' 9"	28' 4"	28' 10"	27'
23' 1"	23' 1"	20' 4"	20' 4"	21' 9"	20'	22' 6"
20' STD 24,28 OR 33" OPT	20' STD 24,28 OR 33" OPT	20"	24,0"	23,6"	24"	24"
35" OVER 20" TRACKS	35" OVER 24" TRACKS	6' 8"	6' 8"	8' 7"	42"	16'
9' 5"	8' 5"	9' 6"	9' 6"	8' 10"	10'	10'

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight lbs:  
 Operating Weight (metric ton):  
 Max Dig Depth: (ft/in)  
 Depth @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

MURPHY JOHN DEERE 85G	MURPHY JOHN DEERE 130G	MURPHY JOHN DEERE 135G	GW VAN KEPPEL VOLVO ECR145	FABICK CATERPILLAR 312E	FABICK CATERPILLAR 314E	ROLAND KOMATSU PC138USLC- 10
56.9 YANMAR 4TNV98C-WH8W	97 JOHN DEERE POWER TECH PWX	97 ISUZU 4JJ (I4)	113 VOLVO D4H	91 CATERPILLAR C4.4 ACERT	89 CATERPILLAR C4.4 ACERT	93.5 KOMATSU SAA4D95LE-6
18,821	31,200	30,176	33,080	29,770	32,600	32,300
8.5	13.0	13.5	15,000 KG (16)	13.5	14.8	14.8
14' 10"	19' 11"	19' 7"	18' 1"	18' 2"	17' 11"	19' 4"
13' 9"	19' 3"	19'	17' 4"	17' 6"	16' 11"	18' 9"
13' 3"	18' 1"	17'	14' 1"	15' 11"	16' 0"	17' 6"
25' 3"	28' 5"	28' 7"	26' 11"	26' 10"	27' 0"	28' 3"
16' 8"	21' 5"	23' 8"	22' 8"	27' 10"	30' 7"	24' 1"
20" RUBBER PADS	24"	24"	24"	20"	20"	24"
18.5"	33"	9"	4"	85"	60"	10"
7' 6"	9' 5"	9' 5"	12' 4"	10' 0"	10' 0"	10' 4"

Net Horse Power:  
 Engine Make:  
 Engine Model:  
 Operating Weight lbs:  
 Operating Weight (metric ton):  
 Max Dig Depth: (ft/in)  
 Depth @ 8' bottom: (ft/in)  
 Max depth of vertical wall (ft/in)  
 Reach @ground level (ft/in)  
 Dump Height (ft/in)  
 Track Shoe or Rubber shoe width (in)  
 Tail overhang over side (in)  
 Length of track on ground (ft/in)

RUDD HITACHI ZX75US-5	RUDD HITACHI ZX85US-5	RUDD HITACHI ZX130-5	RUDD HITACHI ZX135US-5	RUDD VOLVO ECR88D
56.9 YANMAR 4TNV98C	56.9 YANMAR 4TNV98C-WH8W	97 ISUZU 4JJ1	97 ISUZU 4JJ1	55 VOLVO D2.6H
18,221	18,564	26,454	30,176	19,420
8.26	8.87	11.89	13.69	8.81
13' 6"	13' 1"	18' 3"	18' 0"	13' 7"
12' 4"	11' 11"	17' 7"	17' 3"	12' 4"
12' 0"	11' 5"	16' 6"	15' 6"	9' 3"
26' 6"	23' 2"	26' 11"	27' 0"	22' 4"
16' 10"	15' 8"	20' 4"	22' 5"	16' 3"
18"	24"	24"	24"	18"
5.5"	10.5"	2' 11"	8"	5.5"
9' 7"	9' 7"	11' 9"	11' 9"	9' 3"

875-1602

**PRICING PAGES / SPECIFICATIONS**

**Item # 1 Manufacturer's Standard Compact Excavator, meeting the net horsepower range of 40 to 60 with 4 to 6 metric ton operating weight rating as advertised in manufacturer's standard literature, NET**

**DELIVERED PRICE** to the MoDOT districts that you select.

*If bidding more than one make or model make copies of this pricing sheet and submit it with your bid.*

I am bidding (MAKE) Kubota (MODEL) KX057-4

Price \$ 55,600<sup>00</sup>

Vendor must complete for each unit bid

Net Horse Power: 47.6  
 Engine Make: Kubota  
 Engine Model: V2607-D1  
 Operating Weight lbs: 12,900  
 Operating Weight (metric ton) 5.868  
 Max Dig Depth:(ft/in) 12' 8.2"  
 Tail overhang over side (in) 41.2"  
 Length of track on ground (ft/in) 71.8"  
 Reach @ground level (ft/in) 20' 0.5"  
 Dump Height (ft/in) 13' 8.6"  
 Track shoe or rubber shoe width (in) 15.6"

OPTIONS	DESCRIPTION	Price
Option 1	30" Heavy Duty Toothed Bucket (with pin(s) if applicable)	Attached
Option 2	38" Heavy Duty Toothed Bucket (with pin(s) if applicable)	
Option 3	48" Smooth Ditching Bucket (with pin(s) if applicable)	
Option 4	Hydraulic Thumb Attachment	
Option 5	LED or strobe type amber beacon light	

Please include a complete list of options with detailed pricing information for each (make/model) your company would be willing to provide. Please indicate below the percent of (%) discount off Manufacturers Suggested Retail Prices (MSRP) for those excavator options available in your data book or pricing guides for which prices were not provided with your bid.

% discount off MSRP for all Data Book or Pricing Guide Options: ~ % Discount 12%

**Item # 1 Manufacturer's Standard Compact Excavator continued:**

Please indicate with an 'X' the districts for which you are bidding to provide this unit:

Northwest District (NW)	<u>X</u>	Northeast District (NE)	<u>X</u>	Kansas City (KC) District	<u>X</u>
Central District (CD)	<u>X</u>	St. Louis District (STL)	_____	Southwest District (SW)	<u>X</u>
Southeast District (SE)	_____	All Districts	_____		

Delivery will be made 0-60 days after receipt of order.

Warranty Information -

Standard Warranty: 1 year full & 2 years Engine

Extended Warranty: up to 2 additional years full

Begin Date: Delivery Date

# KUBOTA

## K Series KX057-4

ORDER CODE	DESCRIPTION	FACTORY NUMBER	APPROX. SHIP WT.	SUGGESTED LIST PRICE
<b>PART 2</b>	<b>QUICK ATTACH BUCKETS</b>			
K7915	Quick Coupler Includes two mounting pins, 1 locking pin and hardware.	K063K78	100	\$851.00
K7918	Bucket Hangers Set of two ear blanks. Converts buckets to quick coupler style. Modification to match bucket contour required.	K229A32	82	\$294.00
K7917	12 inch 3.00 cu. ft. Trenching Bucket	K887K64	249	\$1,138.00
K7918	18 inch 4.50 cu. ft. Trenching Bucket The K7918 bucket has four teeth. The K7937 thumb lines contact the end of the tooth and do not mesh between the teeth.	K900K80	276	\$1,166.00
K7919	24 inch 6.30 cu. ft. Trenching Bucket	K950K92	295	\$1,219.00
K7920	30 inch 8.00 cu. ft. Trenching Bucket	K1K159K08	338	\$1,486.00
K7921	36 inch 8.00 cu. ft. Trenching Bucket	K1K293K24	368	\$1,858.00
K7920	36 inch 3.48 cu. ft. Cemetery Bucket	K938K00	265	\$1,200.00
K7922	36 inch 6.64 cu. ft. Drainage Bucket Pre-drilled for bolt on cutting edge	K887K64	230	\$1,138.00
K7474	Bolt On Cutting Edge for K7922 36" Drainage Bucket	K117K00	41	\$150.00
K7924	48 inch 8.50 cu. ft. Drainage Bucket Pre-drilled for bolt on cutting edge	K1K269K06	270	\$1,627.00
K7878	Bolt On Cutting Edge for K7924 48" Drainage Bucket	K158K00	51	\$200.00
<b>PART 3</b>	<b>ATTACHMENTS</b>			
K7937	HYDRAULIC THUMB KIT K7915 Quick Coupler required.	K1K874K08	186	\$2,147.00
K7932	FROST RIPPER	K850K20	325	\$1,090.00
KXB560Q	HYDRAULIC BREAKER  Includes manual, one mold point and one chisel point. Requires K7931 Breaker Mount Bracket and K7941 Hose Kit.	K8X284A08	820	\$11,877.00
K7931	BREAKER MOUNT BRACKET Required for all KXB560Q installations	K821A00	99	\$797.00
K7941	BREAKER HOSE KIT Required for all KXB560Q installations	X442A26	22	\$687.00
K7773	ACCUMULATOR CHARGE KIT Required for hydraulic breaker maintenance only, one kit for servicing all breakers	K759K30	5	\$985.00
K7940	CANOPY WORK LIGHT KIT	K105K30	20	\$135.00
K7927	TRAVEL ALARM KIT Emits an audible signal when traveling forward or reverse.	K111K54	7	\$143.00

Cab w/ A/c &amp; Heat

(Discounted Price)

\$5803<sup>00</sup>

Angle Blade

(Discounted Price)

\$2450<sup>00</sup>

# KUBOTA

## K Series KX057-4

ORDER CODE	DESCRIPTION	FACTORY NUMBER	APPROX. SHIP WT.	SUGGESTED LIST PRICE
PART 3 K7938	<b>ATTACHMENTS (Cont.)</b> Steel Crawler Kit Converts tracks from rubber to steel	K4X017X00	1298	\$5,150.00
PART 4 K7933	<b>ROPS / FOPS</b> REPLACEMENT 4-POST ROPS / FOPS CANOPY	K1X208A00	250	\$1,550.00
K7934	REPLACEMENT ROPS / FOPS CAB  The K7934 cab is configured as a replacement for damaged factory mounted cabs. It does not include cabin electrical wiring, wiper motor, air conditioner, heater, or defroster. Refer to illustrated parts list to order these components.	K5K148K00	390	\$6,600.00
K7479	Cab Mirror Kit Includes two side mirrors, one for each side, one rear mirror, and attaching hardware	K218K40	4	\$280.00
K9946	RETRACTABLE SEAT BELT OPTION (3") As required in some states for OSHA compliance.	K96A72	4	\$124.00
K7642A	RADIO OPTION Compatible with cab models only. AM/FM radio with MP3 port and 7 channel Weather Band. The cab is radio ready.	X193A44	6	\$248.00
V4218A	STROBE LIGHT KIT Cab pre-wired with switch. A new bracket must be created for the installation. See installation instructions.	K137V28	3	\$176.00

**ALLIED ATTACHMENT CONTACTS**

DESCRIPTION	CONTACT:
Earth Auger Model 975, 1475, 1975	McMillen 803 Gay Street Des Moines, IA 50323 Tel: (800) 922-2881, Fax (319) 922-2700 Website: <a href="http://www.paladinbrands.com">www.paladinbrands.com</a>
Vibratory Compactor Model 500B, 1000B	Allied Construction Products, LLC 3900 Kelly Avenue Cleveland, OH 44114 Tel: (404) 435-6847, Fax: (216) 431-2601 Website: <a href="http://www.AlliedCP.com">http://www.AlliedCP.com</a>
Fall Mower Model 30EX	Rockhound Attachments PO Box 220 Hughson, CA 95328 Tel: (800) 426-5515, Fax (300) 230-2322 Website: <a href="http://www.rockhound.com">www.rockhound.com</a>

Available from Parts  
70000-73274 Block Heater Kit

# JASON KANDER

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## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/16/2014

### Business Name History

Name	Name Type
Crown Power & Equipment Co., LLC	Legal

### Limited Liability Company - Domestic - Information

<b>Charter Number:</b>	LC0571818
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	3/3/2004
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	Perpetual

### Registered Agent

**Agent Name:** [Scott Sr. Joe H](#)  
**Office Address:** 1065 Executive Parkway, Suite 300  
 St. Louis MO 63141

**Mailing Address:**

[sos.mo.gov](#)  
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**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

CROWN POWER & EQUIPMENT CO., LLC  
DUNS: 797833988    CAGE Code: 1PKU4  
Status: Active

1881 E PRATHERSVILLE RD  
COLUMBIA, MD, 65202-9259  
UNITED STATES

### Entity Overview

#### Entity Information

**Name:** CROWN POWER & EQUIPMENT CO., LLC  
**Business Type:** Business or Organization  
**POC Name:** Denise Larkin  
**Registration Status:** Active  
**Activation Date:** 01/28/2014  
**Expiration Date:** 01/28/2015

#### Exclusions

**Active Exclusion Records?** No





201-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

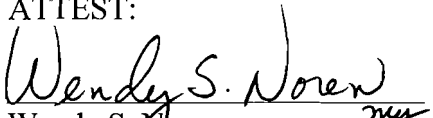
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 17-28MAR14 – Lawn Care Maintenance & Seasonal Grounds Services Term and Supply to Truescape, LLC of Fulton, MO.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

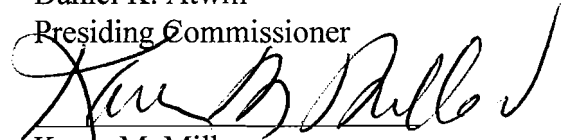
Done this 29th day of April, 2014.

ATTEST:

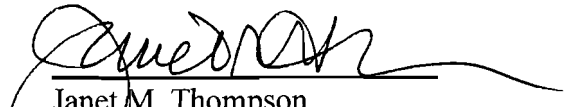
  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill

Presiding Commissioner

  
Karen M. Miller

District I Commissioner

  
Janet M. Thompson

District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: April 21, 2014  
RE: 17-28MAR14 – Lawn Care Maintenance & Seasonal grounds Services  
Term and Supply

17-28MAR14 – Lawn Care Maintenance & Seasonal grounds Services Term and Supply opened on March 22, 2013. Five bids were received and Purchasing recommends award by low bid to **Truescape, LLC** of Fulton, MO.

This is a term and supply contract and invoices will be paid from departments 2040 – Public Works, 1256 – Sheriff, and 6100-Facilities Maintenance, account 60400 – Grounds Maintenance and department 2045 – Resource Management, account 71100 – Outside Services.

ATT: Bid Tabulation

cc: Bob Davidson / Jody Moore, Facilities Maintenance  
Greg Edington, Public Works  
Chad Martin, Sheriff Department  
Derin Campbell, Resource Management  
Bid File

**17-28MAR14 - Lawn Care Maintenance & Seasonal Grounds Services  
BID TABULATION**

Truescape (Fulton, MO)					Diamond B Lawn Care LLC (Sturgeon, MO)						
PRICING - Lawn Care Maintenance		Unit Price Per Sq. Ft.			PRICING - Lawn Care Maintenance		Unit Price Per Sq. Ft.				
4.8.1.	Fertilizing (Early Spring)	\$0.0040			4.8.1.	Fertilizing (Early Spring)	\$6.5000				
4.8.2.	Fertilizing (Late Spring)	\$0.0049			4.8.2.	Fertilizing (Late Spring)	\$6.5000				
4.8.3.	Fertilizing (Early Summer)	\$0.0040			4.8.3.	Fertilizing (Early Summer)	\$4.8000				
4.8.4.	Fertilizing (Early Fall)	\$0.0040			4.8.4.	Fertilizing (Early Fall)	\$4.8000				
4.8.5.	Fertilizing (Late Fall)	\$0.0040			4.8.5.	Fertilizing (Late Fall)	\$5.2500				
4.8.6.	Grub Control	\$0.0045			4.8.6.	Grub Control	\$8.2500				
4.8.7.	Aerating	\$0.0060			4.8.7.	Aerating	\$16.0000				
4.8.8.	Verti-Cutting (2-passes)	\$0.0080			4.8.8.	Verti-Cutting (2-passes)	\$24.0000				
4.8.9.	Overseeding	\$0.0080			4.8.9.	Overseeding	\$8.0000				
4.8.10.	Agricultural Lime	\$0.0040			4.8.10.	Agricultural Lime	\$5.0000				
4.8.11.	Power Raking	\$0.0200			4.8.11.	Power Raking	\$16.0000				
4.8.13.	Optional: Tree & Shrub Fertilization (Price per Application)	\$30.00			4.8.13.	Optional: Tree & Shrub Fertilization (Price per Application)	\$15 per tree				
4.9.	<b>PRICING - Seasonal Grounds Services</b>				4.9.	<b>PRICING - Seasonal Grounds Services</b>					
	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per	Extended Total	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per	Extended Total	
4.9.1.	Public Works, 5551 Tom Bass Rd.	\$45.00	Weekly	31	\$1,395.00	4.9.1.	Public Works, 5551 Tom Bass Rd.	\$45.00	Weekly	31	\$1,395.00
4.9.2.	Public Works, Lagoon	\$40.00	Monthly	7	\$280.00	4.9.2.	Public Works, Lagoon	\$80.00	Monthly	7	\$560.00
4.9.3.	Union Cemetery	\$180.00	As Needed	7	\$1,260.00	4.9.3.	Union Cemetery	\$75.00	As Needed	7	\$525.00
4.9.4.	Rocky Fork Cemetery	\$190.00	As Needed	7	\$1,330.00	4.9.4.	Rocky Fork Cemetery	\$120.00	As Needed	7	\$840.00
4.9.5.	Sheriff Dept.	\$95.00	Bi-Weekly	15	\$1,425.00	4.9.5.	Sheriff Dept.	\$300.00	Bi-Weekly	15	\$4,500.00
4.9.6.	700 Demaret Dr.	\$40.00	Bi-Weekly	15	\$600.00	4.9.6.	700 Demaret Dr.	\$20.00	Bi-Weekly	15	\$300.00
4.9.7.	Barnes School Rd & 124	\$60.00	Bi-Weekly	15	\$900.00	4.9.7.	Barnes School Rd & 124	\$35.00	Bi-Weekly	15	\$525.00
4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				<b>\$7,190.00</b>	4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				<b>\$8,645.00</b>

17-28/MAR14 - Lawn Care Maintenance & Seasonal Grounds Services  
 BID TABULATION

Truescape (Fulton, MO)		Diamond B Lawn Care LLC (Sturgeon, MO)	
4.10.	PRICING - Additional Finish Mowing as requested	4.10.	PRICING - Additional Finish Mowing as requested
	\$35.00		\$35.00
4.11.	PRICING - Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)	4.11.	PRICING - Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)
	\$50.00		\$50.00
4.12.	Mulch - Cost Plus %	4.12.1.	Mulch - Cost Plus %
	10.00%		10.00%
4.12.2.	Decorative Gravel - Cost Plus %	4.12.2.	Decorative Gravel - Cost Plus %
	10.00%		10.00%
4.12.3.	Sod - Cost Plus %	4.12.3.	Sod - Cost Plus %
	10.00%		10.00%
4.12.4.	Granular Ice Control Products - Cost Plus %	4.12.4.	Granular Ice Control Products - Cost Plus %
	10.00%		10.00%
4.12.5.	Liquid Pre-treatment / De-icer for Walkways - Cost Plus %	4.12.5.	Liquid Pre-treatment / De-icer for Walkways - Cost Plus %
	10.00%		10.00%
4.12.6.	Other Materials as Requested - Cost Plus %	4.12.6.	Other Materials as Requested - Cost Plus %
	10.00%		10.00%
4.13.	PRICING - Optional Tree and Shrub Fertilization (per Hour)	4.13.	PRICING - Optional Tree and Shrub Fertilization (Price per Hour)
	\$35.00		\$30.00
4.14.	PRICING - Optional Sprinkler System Maintenance-Hourly Rate	4.14.	PRICING - Optional Sprinkler System Maintenance-Hourly Rate
	\$50.00		\$30.00
4.14.1.	Sprinkler System Replacement Parts - Cost Plus %	4.14.1.	Sprinkler System Replacement Parts - Cost Plus %
	10.00%		10.00%
4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system) - Total Price	4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system) - Total Price
	\$150.00		\$125.00
4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines) - Total Price	4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines) - Total Price
	\$200.00		\$280.00
4.14.4.	Backflow Certification Test for both systems (Total Price)	4.14.4.	Backflow Certification Test for both systems (Total Price)
	\$120.00		\$400.00
4.14.	PRICING - Snow Removal Work as outlined in Section 2.3.7. (on an as-requested basis) Price Per Hour	4.14.	PRICING - Snow Removal Work as outlined in Section 2.3.7. (on an as-requested basis) Price Per Hour
	\$100.00		\$65.00
4.14.1.	Snow plow with spreader / tractor with blade (Price Per Hour)	4.14.1.	Snow plow with spreader / skid loader / tractor with blade (Price Per Hour)
	\$100.00		\$65.00
4.15.	CONTRACT RENEWAL: Maximum Percentage Increase:	4.15.	CONTRACT RENEWAL: Maximum Percentage Increase:
	2nd Year 5 %		2nd Year 2 %
	\$7,549.50		\$8,817.90
	3rd Year 5 %		3rd Year 2 %
	\$7,926.98		\$8,994.26
4.16.3.	Total Seasonal Grounds Services (Sec. 4.9) for 3 years:	4.16.3.	Total Seasonal Grounds Services (Sec. 4.9) for 3 years:
	\$22,666.48		\$26,457.16
	Coop? (Y or N)		Coop? (Y or N)
	Y		Y

Custom Cut Lawncare					Poehlmann's Lawn & Landscape (Columbia, MO)						
PRICING - Lawn Care Maintenance		Unit Price Per Sq. Ft.			PRICING - Lawn Care Maintenance		Unit Price Per Sq. Ft.				
4.8.1.	Fertilizing (Early Spring)			\$0.00253	4.8.1.	Fertilizing (Early)			\$0.0035		
4.8.2.	Fertilizing (Late Spring)			\$0.00253	4.8.2.	Fertilizing (Late)			\$0.0036		
4.8.3.	Fertilizing (Early Summer)			\$0.00253	4.8.3.	Fertilizing (Early)			\$0.0034		
4.8.4.	Fertilizing (Early Fall)			\$0.00253	4.8.4.	Fertilizing (Early)			\$0.0034		
4.8.5.	Fertilizing (Late Fall)			\$0.00253	4.8.5.	Fertilizing (Late)			\$0.0034		
4.8.6.	Grub Control			\$0.00264	4.8.6.	Grub Control			\$0.0040		
4.8.7.	Aerating			\$1.00000	4.8.7.	Aerating			\$0.0120		
4.8.8.	Verti-Cutting (2-passes)			\$1.50000	4.8.8.	Verti-Cutting (2-			\$0.0100		
4.8.9.	Overseeding			\$1.75000	4.8.9.	Overseeding			\$0.0085		
4.8.10.	Agricultural Lime			\$0.00920	4.8.10.	Agricultural Lime			\$0.0100		
4.8.11.	Power Raking			\$1.50000	4.8.11.	Power Raking			\$0.0150		
4.8.13.	Optional: Tree & Shrub Fertilization (Price per Application)			\$100 per hour	4.8.13.	Optional: Tree & Shrub Fertilization (Price per Application)			No bid		
4.9.	PRICING - Seasonal Grounds Services				4.9.	PRICING - Seasonal Grounds Services					
	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per	Extended Total	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per Season	Extended Total	
4.9.1.	Public Works, 5551 Tom Bass Rd.	\$40.00	Weekly	31	\$1,240.00	4.9.1.	Public Works, 5551 Tom Bass	\$53.00	Weekly	31	\$1,643.00
4.9.2.	Public Works, Lagoon	\$65.00	Monthly	7	\$455.00	4.9.2.	Public Works, Lagoon	\$40.00	Monthly	7	\$280.00
4.9.3.	Union Cemetery	\$115.00	As Needed	7	\$805.00	4.9.3.	Union Cemetery	\$200.00	As Needed	7	\$1,400.00
4.9.4.	Rocky Fork Cemetery	\$175.00	As Needed	7	\$1,225.00	4.9.4.	Rocky Fork Cemetery	\$200.00	As Needed	7	\$1,400.00
4.9.5.	Sheriff Dept.	\$310.00	Bi-Weekly	15	\$4,650.00	4.9.5.	Sheriff Dept.	\$290.00	Bi-Weekly	15	\$4,350.00
4.9.6.	700 Demaret Dr.	\$35.00	BiWeekly	15	\$525.00	4.9.6.	700 Demaret Dr.	\$35.00	BiWeekly	15	\$525.00
4.9.7.	Barnes School Rd & 124	\$95.00	Bi-Weekly	15	\$1,425.00	4.9.7.	Barnes School Rd & 124	\$65.00	Bi-Weekly	15	\$975.00
4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				<b>\$10,325.00</b>	4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				<b>\$10,573.00</b>

Custom Cut Lawncare			Poehimann's Lawn & Landscape (Columbia, MO)		
4.10.	PRICING - Additional Finish Mowing as requested	\$35.00	4.10.	PRICING - Additional Finish Mowing as requested	\$35.00
4.11.	PRICING - Additional Field Mowing as requested	\$65.00	4.11.	PRICING - Additional Field Mowing as requested	\$50.00
4.12.	PRICING - Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)	\$60.00	4.12.	PRICING - Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)	\$35.00
4.12.1.	Mulch - Cost Plus %	15%	4.12.1.	Mulch - Cost Plus %	30.00%
4.12.2.	Decorative Gravel - Cost Plus %	15%	4.12.2.	Decorative Gravel - Cost Plus %	30.00%
4.12.3.	Sod - Cost Plus %	15%	4.12.3.	Sod - Cost Plus %	30.00%
4.12.4.	Granular Ice Control Products - Cost Plus %	20%	4.12.4.	Granular Ice Control Products - Cost Plus %	30.00%
4.12.5.	Liquid Pre-treatment / De-icer for Walkways - Cost Plus %	20%	4.12.5.	Liquid Pre-treatment / De-icer for Walkways - Cost Plus %	30.00%
4.12.6.	Other Materials as Requested - Cost Plus %	20%	4.12.6.	Other Materials as Requested - Cost Plus %	30.00%
4.13.	PRICING - Optional Tree and Shrub Fertilization (Price per Hour)	\$100.00	4.13.	PRICING - Optional Tree and Shrub Fertilization (Price per Hour)	\$35.00
4.14.	PRICING - Optional Sprinkler System Maintenance-Hourly Rate	\$100.00	4.14.	PRICING - Optional Sprinkler System Maintenance-Hourly Rate	\$45.00
4.14.1.	Sprinkler System Replacement Parts - Cost Plus %	15.00%	4.14.1.	Sprinkler System Replacement Parts - Cost Plus %	30.00%
4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system) - Total Price	\$125.00	4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system) - Total Price	\$120.00
4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines) Total Price	\$250.00	4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines) Total Price	\$160.00
4.14.4.	Backflow Certification Test for both systems (Total Price)	\$250.00	4.14.4.	Backflow Certification Test for both systems (Total Price)	\$100.00
4.14.	PRICING - Snow Removal Work as outlined in Section 2.3.7. (on an as-requested basis) Price Per Hour	\$100.00	4.14.	PRICING - Snow Removal Work as outlined in Section 2.3.7. (on an as-requested basis) Price Per Hour	\$100.00
4.14.1.	Snow plow with spreader / skid loader / tractor with blade (Price Per Hour)	\$100.00	4.14.1.	Snow plow with spreader / skid loader / tractor with blade (Price Per Hour)	\$100.00
4.15.	CONTRACT RENEWAL: Maximum Percentage Increase:		4.15.	CONTRACT RENEWAL: Maximum Percentage Increase:	
	2nd Year <u>0</u> %	\$10,325.00		2nd Year <u>5</u> %	\$11,101.65
	3rd Year <u>0</u> %	\$10,325.00		3rd Year <u>5</u> %	\$11,656.73
	Total Seasonal Grounds Services (Sec. 4.9) for 3 years:	\$30,975.00		Total Seasonal Grounds Services (Sec. 4.9) for 3 years:	\$33,331.38
4.16.3	Coop? (Y or N)	Y	4.16.3	Coop? (Y or N)	Y

Salter Lawn Service (Ashland, MO)					
PRICING - Lawn Care Maintenance		Unit Price Per Sq. Ft.			
4.8.1.	Fertilizing (Early)			0.00287	
4.8.2.	Fertilizing (Late)			0.00287	
4.8.3.	Fertilizing (Early)			0.00287	
4.8.4.	Fertilizing (Early Fall)			0.00287	
4.8.5.	Fertilizing (Late Fall)			0.00287	
4.8.6.	Grub Control			0.00298	
4.8.7.	Aerating			0.02500	
4.8.8.	Vert-Cutting (2-)			0.04289	
4.8.9.	Overseeding			0.01200	
4.8.10.	Agricultural Lime			0.01300	
4.8.11.	Power Raking			0.05000	
4.8.13.	Optional: Tree & Shrub Fertilization (Price per Application)				\$ .50 per tree or shrub
4.9.	PRICING - Seasonal Grounds Services				
	Location	Per Mowing Unit Price	Frequency	Estimated Number of Mowings Per Season	Extended Total
4.9.1.	Public Works, 5551 Tom Bass Rd.	\$110.00	Weekly	31	\$3,410.00
4.9.2.	Public Works, Lagoon	\$100.00	Monthly	7	\$700.00
4.9.3.	Union Cemetery	\$150.00	As Needed	7	\$1,050.00
4.9.4.	Rocky Fork Cemetery	\$180.00	As Needed	7	\$1,260.00
4.9.5.	Sheriff Dept.	\$430.00	Bi-Weekly	15	\$6,450.00
4.9.6.	700 Democrat Dr	\$35.00	Bi-Weekly	15	\$525.00
4.9.7.	Barnes School Rd & 124	\$45.00	Bi-Weekly	15	\$675.00
4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				<b>\$14,070.00</b>

<b>Salter Lawn Service (Ashland, MO)</b>		
4.10.	PRICING - Additional Finish Mowing as requested	\$35.00
4.11.	PRICING - Additional Field Mowing as requested	\$75.00
4.12.	PRICING - Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)	\$35.00
4.12.1.	Mulch - Cost Plus %	15%
4.12.2.	Decorative Gravel - Cost Plus %	15%
4.12.3.	Sod - Cost Plus %	15%
4.12.4.	Granular Ice Control Products - Cost Plus %	15%
4.12.5.	Liquid Pre-treatment / De-icer for Walkways - Cost Plus %	15%
4.12.6.	Other Materials as Requested - Cost Plus %	15%
4.13.	PRICING - Optional Tree and Shrub Fertilization (Price per Hour)	\$125.00
4.14.	PRICING - Optional Sprinkler System Maintenance-Hourly Rate	\$55.00
4.14.1.	Sprinkler System Replacement Parts - Cost Plus %	15%
4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the system) - Total Price	\$150.00
4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines) Total Price	\$150.00
4.14.4.	Backflow Certification Test for both systems (Total Price)	\$200.00
4.14.	PRICING - Snow Removal Work as outlined in Section 2.3.7. (on an as-requested basis) Price Per Hour	75
4.14.1.	Snow plow with spreader / skid loader / tractor with blade (Price Per Hour)	75
4.15.	<b>CONTRACT RENEWAL: Maximum Percentage Increase:</b>	
	2nd Year <u>2</u> %	\$14,351.40
	3rd Year <u>3</u> %	\$14,781.94
	<b>Total Seasonal Grounds Services (Sec. 4.9) for 3 years:</b>	<b>\$43,203.34</b>
4.16.3	Coop? (Y or N)	Y



**PURCHASE AGREEMENT  
FOR  
LAWN CARE MAINTENANCE & SEASONAL GROUNDS SERVICES  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 29th day of April 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Truescape, LLC**, herein "Contractor."

**IN CONSIDERATION** of the parties performance of the respective obligations contained herein, the parties agree as follows:

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Lawn Care Maintenance & Seasonal Grounds Services Term and Supply**, bid number **17-28MAR14**, any applicable addenda, and the Contractor's bid response dated **March 27, 2014** and executed by **Chance R. Foster** on behalf of the Contractor, Work Authorization Certification, Certification of Individual Bidder, Certification regarding Debarment and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall **commence on the date awarded and continue through February 28, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for an **additional two (2) one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

**4. Delivery** - Contractor agrees to provide lawn care maintenance and seasonal grounds services as requested by the Facilities Maintenance, Public Works, Resource Management or Sheriff Department to meet the needs of service locations as specified in the bid document on a weekly, monthly, bi-weekly or "as needed" basis. Contractor also agrees to provide snow removal work as outlined in Section 2.3.21 of the bid document on an as-requested basis with a 2 hour response time.

**5. Billing and Payment** - All billings shall be submitted to using department as follows at the prices specified on the Contractor's bid response:

<b>Location</b>	<b>Bill To Address</b>
Public Works, 5551 Tom Bass Rd. Lagoon at 5551 Tom Bass Rd. Public Works, Barnes School Rd. & Hwy 124	Boone County Public Works, 5551 Tom Bass Rd., Columbia, MO 65201
Union Cemetery & Rocky Fork Cemetery	Boone County Treasurer, 801 E. Walnut, Rm. 205, Columbia, MO 65201
Sheriff Department, 2121 County Dr.	Boone County Sheriff Department, 2121 County Dr., Columbia, MO 65202
700 Demaret Dr.	Boone County Resource Management, 801 E. Walnut, Rm. 315, Columbia, MO 65201

201-2014

Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

**6. Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

**7. Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

**8. Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**TRUESCAPE, LLC**

by Nathan R. Deal  
 title Co-Owner  
 address 510 Grayford Dr.

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
Daniel K. Atwill  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

C.J. Dykhouse  
 C.J. Dykhouse, County Counselor

ATTEST:

Wendy S. Noren  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

James E. Steinfeld  
 Signature by apl

2040/1256/6100-60400, 2045/~~60400~~ Term/Supply  
 4/23/14 No Encumbrance Required  
 Date Appropriation Account

**PURCHASE AGREEMENT  
FOR  
LAWN CARE MAINTENANCE & SEASONAL GROUNDS SERVICES  
TERM AND SUPPLY**

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Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

**TRUESCAPE, LLC**

by Nathan R. Deal  
 title Co-Owner  
 address 510 Grayford Dr.

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
 \_\_\_\_\_  
 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]  
 C.J. Dykhouse, County Counselor

ATTEST:

\_\_\_\_\_  
 Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
 Signature by ajf

2040/1256/6100-60400, 2045/~~6040~~ Term/Supply  
 4/23/14 No Encumbrance Required  
 Date Appropriation Account

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



**(Please complete and return with Contract)**

Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*Nathan R. Real Co-Owner*

\_\_\_\_\_  
Name and Title of Authorized Representative

*Nathan R. Real*

\_\_\_\_\_  
Signature

*4/18/14*

\_\_\_\_\_  
Date





## 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 Truescape LLC (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).

Company ID Number: 306055

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 Truescape LLC**

**Chance R Foster**

Name (Please Type or Print)

Title

*Co-owner*

***Electronically Signed***

Signature

**02/22/2010**

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

***Electronically Signed***

Signature

**02/22/2010**

Date

Company ID Number: 306055

---

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Truescape LLC

Company Facility Address: 510 Gaylord Drive

Fulton, MO 65251

Company Alternate  
Address:

County or Parish: CALLAWAY

Employer Identification

Number: 562497645

North American Industry  
Classification Systems

Code: 238

Parent Company: \_\_\_\_\_

Number of Employees: 10 to 19

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 306055

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

Name:	<b>Chance R Foster</b>	Fax Number:	<b>(573) 592 - 0471</b>
Telephone Number:	<b>(573) 999 - 1545</b>		
E-mail Address:	<b>chance@truescapemo.com</b>		

Name:	<b>Nathan R Real</b>	Fax Number:	<b>(573) 592 - 0471</b>
Telephone Number:	<b>(573) 220 - 0647</b>		
E-mail Address:	<b>nathan@truescapemo.com</b>		

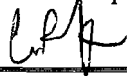
4. Response Form

- 4.1. Company Name: Truescape, INC
- 4.2. Address: 510 Gaylord Drive
- 4.3. City/Zip: Fulton 65251
- 4.4. Phone Number: 573-592-7857
- 4.5. Fax Number: 573-592-0471
- 4.6. E-Mail Address: chance.truescape@hotmail.com
- 4.7. Federal Tax ID: 56-2497645
- 4.7.1.  Corporation  
 Partnership - Name \_\_\_\_\_  
 Individual/Proprietorship - Individual Name \_\_\_\_\_  
 Other (Specify) \_\_\_\_\_

4.8.	<b>PRICING – Optional Lawn Care Maintenance</b>	<b>Unit Price Per Sq. Ft.</b>
4.8.1.	Fertilizing (Early Spring)	\$ .0040
4.8.2.	Fertilizing (Late Spring)	\$ .0049
4.8.3.	Fertilizing (Early Summer)	\$ .004
4.8.4.	Fertilizing (Early Fall)	\$ .004
4.8.5.	Fertilizing (Late Fall)	\$ .004
4.8.6.	Grub Control	\$ .0045
4.8.7.	Aerating	\$ .006
4.8.8.	Verti-Cutting (2-passes)	\$ .008
4.8.9.	Over-seeding	\$ .008
4.8.10.	Agricultural Lime	\$ .004
4.8.11.	Power Raking	\$ .02
4.8.12.	<b>Subtotal Lawn Care Maintenance</b>	\$ .0714
		\$ <u>30.00</u>
4.8.13.	Tree & Shrub Fertilization	Price Per Application

4.9. <b>PRICING – Seasonal Grounds Services</b>					
	<b>Location</b>	<b>Unit Price Per Mowing</b>	<b>Frequency</b>	<b>Estimated Number of Mowings Per Season</b>	<b>Extended Total</b>
4.9.1.	Public Works, 5551 Tom Bass Rd.	\$ <u>45.<sup>00</sup></u>	Weekly	31	\$ <u>1,395.<sup>00</sup></u>
4.9.2.	Public Works Lagoon, 5551 Tom Bass Rd.	\$ <u>40.<sup>00</sup></u>	Monthly	7	\$ <u>280.<sup>00</sup></u>
4.9.3.	Union Cemetery	\$ <u>180.<sup>00</sup></u>	As Needed	7	\$ <u>1260.<sup>00</sup></u>
4.9.4.	Rocky Fork Cemetery	\$ <u>190.<sup>00</sup></u>	As Needed	7	\$ <u>1330.<sup>00</sup></u>
4.9.5.	Sheriff Department, 2121 County Dr.	\$ <u>95.<sup>00</sup></u>	Bi-Weekly	15	\$ <u>1425.<sup>00</sup></u>
4.9.6.	Resource Management 700 Demaret Dr.	\$ <u>40.<sup>00</sup></u>	Bi-Weekly to Monthly	7-15	\$ <u>280.<sup>00</sup> - 600.<sup>00</sup></u>
4.9.7.	Public Works, Barnes School Rd & Hwy 124	\$ <u>60.<sup>00</sup></u>	Bi-Weekly	15	\$ <u>900.<sup>00</sup></u>
4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				\$ <u>6869-7190</u>
4.10.	<b>PRICING - Additional Finish Mowing as requested</b>			\$ <u>35.<sup>00</sup></u>	Price Per Hour
4.11.	<b>PRICING - Additional Field Mowing as requested</b>			\$ <u>50.<sup>00</sup></u>	Price Per Hour

4.12.	<b>PRICING – Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)</b>			\$ <u>35.<sup>00</sup></u>	Price Per Hour
4.12.1.	Mulch			Cost Plus <u>10</u>	%
4.12.2.	Decorative Gravel			Cost Plus <u>10</u>	%
4.12.3.	Sod			Cost Plus <u>10</u>	%
4.12.4.	Granular Ice Control Products			Cost Plus <u>10</u>	%
4.12.5.	Liquid Pre-treatment / De-icer for Walkways			Cost Plus <u>10</u>	%
4.12.4.	Other Materials as Requested			Cost Plus <u>10</u>	%
4.13.	<b>PRICING - Optional Tree and Shrub Fertilization</b>			\$ <u>35.<sup>00</sup></u>	Price Per Hour
4.14.	<b>PRICING – Optional Sprinkler System Maintenance-Hourly Rate for general repair including head replacement, line repair, and timer maintenance.</b>			\$ <u>50.<sup>00</sup></u>	Price Per Hour
4.14.1.	Sprinkler System Replacement Parts			Cost Plus <u>10.</u>	%
4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the			<u>150.<sup>00</sup></u>	Total Price

	system)	
4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines)	200. <sup>00</sup> Total Price
4.14.4.	Backflow Certification Test for both systems	120. <sup>00</sup> Total Price
4.14.	<b>PRICING – Snow Removal Work as outlined in Section 2.3.21. (on an as-requested basis)</b>	\$ 100. <sup>00</sup> Price Per Hour
4.14.1.	Snow plow with Spreader / Skid Loader / Tractor with Blade	\$ 100. <sup>00</sup> Price Per Hour
4.15.	<b><u>CONTRACT RENEWAL</u></b> Maximum Percentage Increase: <u>5</u> % 2 <sup>nd</sup> Year <u>5</u> % 3 <sup>rd</sup> Year	
4.16.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.	
4.16.1.	Authorized Representative (Sign By Hand): 	Date: <u>3/27</u>
4.16.2.	Print Name and Title of Authorized Representative: <u>Chance R. Foster   CO-OWNER</u>	Date: <u>3/27</u>
4.16.3.	Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
4.17.	Statement of Bidder's Qualifications Included? <input type="checkbox"/> Yes <input type="checkbox"/> No	



PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

- . **Callaway Electric Cooperative**, 1313 Cooperative Drive,  
PO Box 250 Fulton, MO 65251
  - Clint Smith – Manager of Administration  
[csmith@callawayelectric.com](mailto:csmith@callawayelectric.com)  
Tel: (573) 220-3569  
Fax: (573) 642-3565

Date of Contract:2009  
Length of Contract: Current

Description of Prior Services (include dates): Includes mowing, plant bed maintenance / mulching, fertilization, weed control, etc. Yearly Service

2. Prior Services Performed for:

- William Woods University**, #1 University Avenue, Fulton, Missouri 65251
  - Mike Dillion – Maintenance Supervisor  
[Mike.dillion@williamwoods.edu](mailto:Mike.dillion@williamwoods.edu)  
Tel: (573) 592-1632  
Fax: (573) 592-4208

Date of Contract:2011  
Length of Contract: Current

Description of Prior Services (include dates): Includes mowing, plant bed maintenance / mulching, fertilization, weed control, etc. Yearly Service

3. Prior Services Performed for:

- Westminster College**, 501 Westminster Avenue, Fulton, Missouri 65251
  - Dan Haslag - Executive Director Plant Operations  
[Dan.Haslag@westminster-mo.edu](mailto:Dan.Haslag@westminster-mo.edu)  
Tel: (573) 592-5282  
Fax: (573) 592-5943

Date of Contract: 2008  
Length of Contract: Current

Description of Prior Services (include dates): Includes mowing, plant bed maintenance / mulching, fertilization, weed control, etc. Yearly Service

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: If not under present firm name, list previous firm names and types of organizations.

We have been in business since 2004

2. Previous Work: (Complete the following schedule)

Amount of Percent

Item Purchaser Contract Completed

Landscape Installation, S.M. Wilson, \$12,430.00, 2014

Total Landscape and Irrigation Install, Paric Cooperation, \$80,000.00, 2009

Landscape Installation, Reinhart/Wilson, \$25,600.00, 2011

3. General type of work performed:

Complete Landscape, Irrigation, and Maintenance Lawn and Landscape Company

4. There has been no default in any contract completed or un-completed except as noted below: NO

(a) Number of contracts on which default was made: N/A

(b) Description of defaulted contracts and reason therefore:

5. List references:

Please use prior experience list.

Dated at \_\_\_\_\_

this 23 day of March, 20 14.

Turquoise By [Signature]

Name of Organization(s) (Signature)

Co-Owner

(Title of Person Signing)

**Amy Robbins - Re: 17-28MAR14 - Boone County Lawn Care & Seasonal Grounds Maintenance Term & Supply**

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**From:** Chance <chancetruescape@hotmail.com>  
**To:** Amy Robbins <arobbins@boonecountymo.org>  
**Date:** 4/10/2014 8:06 PM  
**Subject:** Re: 17-28MAR14 - Boone County Lawn Care & Seasonal Grounds Maintenance Term & Supply

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It would be an hour to hour and a half unless we are already out, then it would be less than an hour. Most likely we would be out already due to our clientele. If we plan in advance, we can be there pretty quick.  
Thanks!

Sent from my iPhone

On Apr 10, 2014, at 3:14 PM, "Amy Robbins" <arobbins@boonecountymo.org> wrote:

Hi Chance - The County is still evaluating the responses received for the above referenced bid. Can you advise what your response time is in a snow event?

Thanks!  
Amy

Amy Robbins  
Senior Buyer  
Boone County Purchasing  
613 E. Ash St. Room 109  
Columbia, MO 65201  
Phone 573-886-4392  
Fax 573-886-4390  
Email: [arobbins@boonecountymo.org](mailto:arobbins@boonecountymo.org)

Check out our web page at: [www.ShowMeBoone.com](http://www.ShowMeBoone.com)



## ***Request for Bid (RFB)***

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**Amy Robbins, Senior Buyer**  
(573) 886-4392 - FAX (573) 886-4390  
Email: arobbins@boonecountymo.org

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### ***Bid Data***

Bid Number: **17-28MAR14**  
Commodity Title: **Lawn Care Maintenance & Seasonal Grounds Services Term & Supply**

### **DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT**

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### ***Bid Submission Address and Deadline***

Day / Date: **Friday, March 28, 2014**  
Time: 1:30 P.M. C.S.T. (Bids received after this time will be returned unopened)  
Location / Mail Address: Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street, Room 109  
Columbia, MO 65201

Directions: The Annex Building is located on the Northwest corner at 7<sup>th</sup> St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available on the South side of the building.

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### ***Bid Opening***

Day / Date: **Friday, March 28, 2014**  
Time: 1:30 P.M. C.S.T.  
Location / Address: Boone County Purchasing Department  
Boone County Annex Building, Conference Room  
613 E. Ash Street  
Columbia, MO 65201

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### ***Bid Contents***

- 1.0: Introduction and General Conditions of Bidding
  - 2.0: Primary Specifications
  - 3.0: Response Presentation and Review
  - 4.0: Response Form
- Attachments A-F – Locations for Mowing Services  
Instructions for Compliance with House Bill 1549  
Work Authorization Certification  
Certification of Individual Bidder  
Affidavit – Certification of Individual Bidder  
Debarment Form  
Prior Experience  
Statement of Bidder's Qualifications  
Standard Terms and Conditions  
"No Bid" Form

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**1. Introduction and General Conditions of Bidding**


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- 1.1. **INVITATION** - The County of Boone Purchasing Department invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by fax or e-mail, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid tabulations, and bid awards are posted on our web site at: [www.showmeboone.com/Purchasing](http://www.showmeboone.com/Purchasing). Note: Written requirements in the Bid or its Addenda are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents

comprising this Contract, they will be resolved by giving precedence in the following order:

- 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract resulting from this Bid will have an initial term from **the date of award through February 28, 2015, and may be automatically renewed for an additional two (2) years** unless canceled by the Purchasing Director, in writing, prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS/SERVICES TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of **Lawn Care Maintenance and Seasonal Grounds Services** for Boone County.
- 2.1.1. **Scope of Work** – Work performed shall include, at regular intervals, mowing of the locations specified in this document. Optional services for use at the County’s discretion shall include fertilizing, weed control, agricultural lime treatment, aerating, verti-cutting, over-seeding, power raking of lawns, grub control, tree and shrub fertilization, mowing and lawn care, and miscellaneous landscaping and snow removal.
- 2.1.2. **Contract Documents** - The successful bidder shall be obligated to enter into a written contract with the County within thirty (30) days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to County legal counsel.
- 2.1.3. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of 6 months from the date of the third contract period expiration if it is deemed to be in the best interest of Boone County.
- 2.1.4. **Sub-Contractors:** No subcontractors shall be used without prior approval and written consent of the County.
- 2.1.5. **Contractor Qualifications and Experience:** The Contractor shall be a fully authorized and licensed lawn care specialist and distributor of materials offered. Contractors may use the *Statement of Bidder’s Qualifications* provided in this document in confirming this information.
- 2.2. **TECHNICAL SPECIFICATIONS-LAWN CARE MAINTENANCE:**
- 2.2.1. **General Requirements** – The Boone County Facility Maintenance Department plans to provide lawn care maintenance to most County locations for the duration of this contract. However, the Contractor shall provide pricing for these services for *optional* use by those departments not being maintained by the Facilities Dept. which include Public Works, the Sheriff Department, and Resource Management.
- 2.2.1.1. No services shall be performed unless scheduled and authorized by the using department five (5) working days in advance.
- 2.2.1.2. Contractor shall fully comply with all Federal, State, City, and County laws and regulations governing labor, work hours, labor conditions, and wage rates.
- 2.2.1.3. Contractor shall be responsible for instructing his/her employees on the safe operational procedures for each type of service being performed so as not to create an unsafe hazard for employees and innocent bystanders, as well as, the wearing of the appropriate personal protective equipment.
- 2.2.1.4. Contractor’s equipment shall be free from defects or wear which may, in any way, constitute a potential hazard to any person or persons while performing any service on County property.
- 2.2.2. **Selection of Areas for Service** – The County reserves the right to select from any one type of service and/or area or any combination of services and areas that best suit the needs of the overall lawn care and maintenance program as specified by this bid.
- 2.2.3. **Frequency and Square Footage** – Estimates of frequency and square footage for each facility does not imply a guaranteed amount of work. The County reserves the right to determine the frequency and extent of the work and to use other methods it deems appropriate to accomplish the necessary work. If the County should require any extra treatments not specifically identified in this bid, the Contractor shall complete such treatments at the hourly price for miscellaneous landscaping work identified on the pricing page.
- 2.2.4. **OPTIONAL SERVICES** – The following services are to be performed as needed and as requested by the using department.
- 2.2.4.1. **Lawn Care Maintenance Requirements** – Any turf area maintenance shall be performed as

requested and approved by the using department. All work is to be performed in a professional manner and during times of minimal customer flow. Weed control spraying operation shall not be completed during windy conditions or when conditions warrant postponement from spraying due to the possible blowing of weed control agents into and onto shrubs, plants and flower beds. Litter/debris shall be picked up each time prior to any lawn maintenance procedure and disposed of properly. Walkways are to be blown or swept clean.

- 2.2.4.2. **Fertilization and Weed Control** – When fertilization and weed control is requested, fertilizer that supplies all three major nutrients of nitrogen, phosphate, and potash shall be utilized and dispensed in accordance with manufacturer’s recommended application and dose rate for the specific turf type. Spread fertilizer and weed control evenly using a drop spreader, broadcast spreader, and/or liquid sprayer. Apply fertilizer and weed control to moist soil. The following five (5) application schedules for fertilization and weed control may be requested: **Early Spring (March/April)** granular/liquid fertilizer/pre-emergent; **Late Spring (May)** granular/liquid fertilizer and broadleaf weed control/post-emergent; **Early Summer (June/July)** granular slow release fertilizer; **Early Fall (September)** granular/liquid fertilizer, and **Late Fall (October)** granular/liquid fertilizer. It shall be the contractor’s responsibility to determine what type of soil is present for each site and what type of fertilizer to use to ensure for well balanced nutrients and plush looking lawn. All fertilizers and weed control agents shall be approved by the County.
- 2.2.4.3. **Grub Control** – When requested, a granular grub control treatment shall be applied using a drop spreader or broadcast spreader at a minimum of once per year; Early Summer (June/July) with a second application left to the discretion of the County. The grub control pesticide shall be dispensed in accordance with the manufacturer’s recommended application and dose rate to effectively treat for grubs.
- 2.2.4.4. **Power Raking** – When requested, power raking shall be accomplished in conjunction with the Early Spring (March/April) lawn fertilization to remove any heavy thatch and prevent turf disease. All excess materials shall be remove from the site and disposed of properly. **Note: This service shall only be accomplished where determined to be needed and at the discretion of the County.**
- 2.2.4.5. **Aerating/Verti-Cutting/Overseeding** – When requested, both operations shall be accomplished consecutively and in conjunction with **only** the Early Fall lawn fertilizing application, **on or about September 1<sup>st</sup>**. The following procedures shall be utilized for a well established lawn: Step 1 - Core or plug aeration with penetration of the ground surface to be a minimum of 1 ½ inches. The plugs do not have to be removed. Step 2 - Verti-cutting shall be accomplished in a minimum of two (2) passes at different angles as to create a cross pattern with a penetration depth minimum of ¾ inches. **Note: Seed bed preparation shall be accomplished by hand raking in areas too steep for aeration and verti-cutting to safely operate.** Step 3 –Overseed with Kentucky Bluegrass seed at an approximate rate of 3 lbs. per 1000 sq. ft. and heavier where areas have become bare. **Note: Hydroseeding is not an acceptable method for overseeding.** Step 4 - Fertilize using the proper rate application and balance for the soil and turf conditions. Step 5 – Drag a sheet of chain link fence or similar material over the lawn to crumble up the cores and at the same time covering up the seed and holes.
- 2.2.4.6. **Agricultural Lime Treatment** – When requested, the Contractor shall be responsible for testing the soil each fall and determining the need for a lime treatment. The optimum pH level for turf is in the 6.2-6.5 range. Limestone shall be applied in conjunction with the Late Fall (October) or Early Spring (March/April) lawn fertilization treatment utilizing a drop spreader or a spinner spreader. Limestone must be spread evenly over the entire area making sure of uniform coverage at an approximate application rate of 50 lbs./1000 sq. ft. to an established lawn because it does not move horizontally. One half of the lime should be applied in one direction and the remainder applied in a perpendicular (crisscross) pattern. Since too much lime can damage a lawn, a lime treatment **shall not** be applied to any lawn unless a soil test indicates that it is needed and only upon the approval of the County. Normally, an application of lime should only be made once every three (3) years. It shall be the bidder’s responsibility to determine the condition of the soil for each site and what type of lime treatment is needed to correct soil acidity, furnish important plant nutrients (calcium and magnesium), reduce the solubility and toxicity of certain elements in the soil (aluminum, manganese and iron), aid in regulating soil elements (zinc, copper and phosphorus) and induce a more favorable



porous soil structure to increase air circulation and give the soil the ability to absorb and hold moisture.

### 2.3 TECHNICAL SPECIFICATIONS: SEASONAL GROUNDS SERVICES

- 2.3.1. **General Requirements** - Grass mowing and power trimming around all trees, signs and other protrusions within the identified area at each location. All properties shall be left neat and clean. Each property must be completed with a well-manicured appearance. Contractor shall supply all equipment needed to perform the work.
- 2.3.2. **Mowing Season** - The mowing season is **April 1 to October 31 of each year**. If additional services are required outside of this generally described time frame, said services will be requested by the using department. Contractor shall be required to perform the additional services within 3 days after request and at the rates submitted in their bid response.
- 2.3.3. **Workweek** - Defined as Monday to Sunday. Some properties have time restrictions within the workweek and are described below.
- 2.3.4. **Location and Requirements** – It is the intent of the County to describe the locations and the level of service required for each property. Bidder’s failure or omission to examine any relevant site shall not relieve them from any obligation regarding this Bid. By submitting a response, Bidder is presumed to understand the scope of services to be provided at each location. Special or limited mowing may be requested if moisture levels are up and a major growing season is incurred, or if mowing is not required due to drought conditions. For variations from frequency stated in this document, contractor will be notified in writing.
- 2.3.5. **Locations – Listed below**. Mowing frequencies are noted with each location. Minimum grass height at all of these locations shall be 2”-3”. Some areas are designated to be mowed with a rotary style brush hog mower. If the contractor chooses to use a finish mower for these areas, it may be necessary to double mow to achieve satisfactory cutting. Mowing shall include power trimming around trees and objects. Mowing service at these locations may be performed during daytime, evening or weekend hours without restriction. Removal of large trash or brush piles is not a part of this contract with the exception of scattered trash and brush within the area to mowed. This must be collected prior to mowing.
  - 2.3.5.1. **Boone County Public Works – 5551 Tom Bass Rd. – (ATTACHMENT A)** All grass on the South and East side of the Main Building and surrounding the double entrance from southbound Highway 63. The total area is approximately 49,300 sq. ft. Mowing frequency is once a week.
  - 2.3.5.2. **Boone County Public Works - Lagoon – 5551 Tom Bass Rd. – (ATTACHMENT A)** Area surrounding Public Works lagoon located at rear of the property consisting of approximately 22,000 sq. ft. Area to be maintained is around the lagoon, and shall be inside and outside the fence. Inside the fence, grass shall be cut to waters edge, and the fence line trimmed. Mowing frequency is one time per month.
  - 2.3.5.3. **Union Cemetery – (ATTACHMENT B)** - Southeast corner of Union Church Road and Jay Jay Road near Centralia, Missouri . Approximately 73,576 sq. ft. (1.7 acres). Mowing frequency will be on an as needed basis. Trimming around tombstones shall be included. This location shall be invoiced separately.
  - 2.3.5.4. **Rocky Fork Cemetery – (ATTACHMENT C)** - Southeast corner of State Route VV at Hinton Road North of Columbia, Missouri –Approximately 129,840 sq. ft. (3.0 acres). Mowing frequency shall be on an as needed basis. Trimming around tombstones shall be included. This location shall be invoiced separately.
  - 2.3.5.5. **Boone County Sheriff Department – 2121 County Drive, Columbia, MO 65202 – (ATTACHMENT D)** – From the parking lot on the east side of the facility to Roger I. Wilson Memorial Drive bordered by the tree line to the south and extending north along the roadway to the third telephone pole on the north side of the driveway, then making a line to the west perpendicular to Roger I. Wilson Memorial Drive to the tree line, following the tree line around to the south until it joins the parking lot. Approximately 9.5 acres. Mowing frequency is bi-weekly.
  - 2.3.5.6. **Boone County Resource Management - 700 Demaret Dr., Coubia, MO – (ATTACHMENT E)** – Mowing and trimming of the vacant lot at 700 Demaret Dr. Columbia, MO. Approximately 10,200 sq. ft. Frequency shall be bi-weekly or monthly (as requested.)

2.3.5.7. **Boone County Public Works – Barnes School Road & Highway 124 - (ATTACHMENT F)** – Mowing and trimming of property located at Barnes School Road and Highway 124. Approximately 10,800 sq. ft. Frequency shall be bi-weekly or monthly (as requested.)

2.3.6. **Miscellaneous (minor) Landscaping** – When requested, miscellaneous landscaping shall consist of outdoor grounds and landscaping. Includes, but is not necessarily limited to, minor pruning of trees, cultivating flower beds, maintaining shrubs, spot seeding, weeding, irrigating, mulching, planting, shoveling, spraying, sodding, digging, trimming and edging. The contractor shall ensure that all trimmings and branches are properly and immediately disposed of. Bid submitted is per hour on an as-requested basis. Time would begin upon check-in on site. Contractor shall supply all equipment needed to perform the work, including truck and hand/power tools. Special equipment to be approved as required. Owner reserves the right to use other sources to perform the work. The contractor shall provide a percentage over cost on the pricing page for furnishing mulch, sod, decorative gravel, and other materials upon request. This percentage shall remain firm throughout the life of the contract. The renewal increases shall not apply to this fixed percentage. Copies of the original invoices for any materials requested and used must be provided. If mulch and/or decorative gravel is requested by the department, the contractor shall dump the mulch and/or gravel in an area designated by department.

2.3.6.1. **Optional: Tree and Shrub Fertilization** – When requested, fertilization of trees and shrubs shall be in accordance with manufacturer’s recommended application for type of tree or shrub and dispensed according to the percentage of nitrogen in a particular fertilizer. Because nitrogen leaches through the soil, apply the necessary amount at two (2) intervals, one half in the Spring, on or about April 1<sup>st</sup> and the other half in the Summer, on or about August 1<sup>st</sup>. **Note: This service may or may not be approved for maintenance and/or may be limited to one application in the Spring.**

2.3.6.2. **Optional Sprinkler System Maintenance** – The sprinkler system irrigates the lawn for the Boone County Courthouse and the Boone County Government Center. Each building has its own control board. The prices indicated on the Response Form for the sprinkler system maintenance shall include both systems.

2.3.7. **Snow Removal** – On an as-requested basis shall consist of removing snow from any or all parking lots as follows:

- 600 block of Ash Street;(south Side
- Corner of Park Ave and Tenth Street,
- 705 E. Walnut, Courthouse parking lot
- Ash Street Parking Lot – 603 East Ash Street (where 6<sup>th</sup> Street ends)
- Boone County Sheriff Department, Jail and Annex, 2121 County Dr.
- First Christian Church Parking Lot
- Robert Perry Juvenile Justice Center Parking Lot; and
- Auto Radio Lot (211 N. 10<sup>th</sup>)
- Old Johnston Pain (613 E. Ash)
- Other parking lots as assigned.

Maps are available from Facilities Maintenance Department for clarification. Contractor shall supply all equipment needed to perform the work. Snow shall be removed from the immediate parking area and pushed to the perimeter, or disposed of elsewhere as directed by the Facilities Maintenance Manager. The parking areas shall be treated with de-icing material available at the Boone County Public Works North Facility and supplied by the County. The de-icing material shall be applied to the parking areas with a tailgate mounted spreader. No hand shoveling required. Contractor shall respond within two hours of notification, and provide a round-the-clock contact number. Bid submitted is per hour on an as-requested basis. **NOTE:** This service would only be required as a back-up to County staff and equipment. Time measurement will be in hours for the time required to complete the work. Time would begin upon check-in on site.

2.4. **Damage to County Property** – Contractor shall be responsible for any damage to County property, such as buildings, ground lighting, watering systems, and trees or plantings, which is directly caused by the contractor’s crew during the time they are performing the scheduled service. **NOTE: The**

**County Facilities Maintenance Staff will be responsible for flagging all lawn sprinkler heads, water valves, and other in-ground devices before the start of any aeration and verti-cutting operation.**

- 2.5. **Prevailing Wage** – This work is considered maintenance and is therefore not subject to the prevailing wage.
- 2.6. **DELIVERY OF SERVICES AND PRODUCTS** – Contractor shall furnish two (2) copies of the invoice including the property location and dates service(s) was provided as well as one (1) copy of the Material Safety Data Sheet for each chemical being dispensed onto the lawns. Invoices and copies of the Material Safety Data Sheets shall be submitted to the using department.
- 2.7. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.
- 2.7.1. **Compensation Insurance** – Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Workers Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.7.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 per project limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.7.3. **Commercial Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.
- 2.7.4. The Contractor has the option to provide **Owner’s Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner’s Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and

- excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.7.5. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.
- 2.8. **Indemnity Agreement** - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County of Boone, its directors, officers, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless or defend the County of Boone from its own negligence.
- 2.9. **Bid Clarification** - Any questions or clarifications concerning bid documents should be addressed in writing, PRIOR TO BID OPENING, to Amy Robbins, Senior Buyer, Boone County Purchasing, 613 E. Ash Street, Room 109, Columbia, Missouri 65201. Phone: (573) 886-4392 Fax: (573) 886-4390 or Email: [arobbins@boonecountymmo.org](mailto:arobbins@boonecountymmo.org)
- 2.10. **Designees / Using Departments:**  
**Facilities Maintenance**, 613 E. Ash Street, Room 106, Columbia, MO 65201; Ph. 573-886-4401  
**Public Works Department**, 5551 Tom Bass Rd., Columbia, MO 65201; Ph. 573-449-8515  
**Resource Management**, 801 E. Walnut, Rm. 315, Columbia, MO 65201; Ph. 573-886-4480  
**Sheriff Department**, 2121 County Drive, Columbia, MO 65202; Ph. 573-875-1111
- 2.11. **Contact for Contract Administration** – Contractor shall be responsible for requesting prompt clarification when instructions are lacking, conflict(s) occur in performing the service as specified and/or the product manufacturer’s literature or procedure specified is not clearly understood by contacting the Facilities Maintenance Manager at 573-886-4401. In the event the contractor fails to resolve any conflict(s) which may exist, the contractor shall be responsible for handling the discrepancies in a manner as prescribed by the design authority and at no additional cost to the County.

**3. Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A." Manufacturer's published specifications for the items requested shall be included with the response. In addition, bidders shall submit a separate sheet with their bid response including an explanation of all services being offered and a complete list of all equipment to be utilized to perform the required services.
- 3.1.2. **Submittal Of Responses** – Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the United States Postal Service or any other mail carrier.
- 3.1.3. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, **the bid number and the due date and time.**
- 3.1.4. **Advice of Award - Web Page:** Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.
- 3.1.5. **Bid Opening** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.2. **REMOVAL FROM VENDOR DATABASE** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.2.1. **Response Clarification** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.3. **Rejection or Correction of Responses** – The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.3.1. **Evaluation Process** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.3.2. **Method of Evaluation** – The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.3.3. **Acceptability** – The County reserves the sole right to determine whether goods and/or services offered are acceptable for our use.
- 3.4. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5. **ENDURANCE OF PRICING** – Bidder's pricing must be held until award or 60 days, whichever comes first.

**4. Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-Mail Address: \_\_\_\_\_
- 4.7. Federal Tax ID: \_\_\_\_\_
- 4.7.1. ( ) Corporation
- ( ) Partnership - Name \_\_\_\_\_
- ( ) Individual/Proprietorship - Individual Name \_\_\_\_\_
- ( ) Other (Specify) \_\_\_\_\_

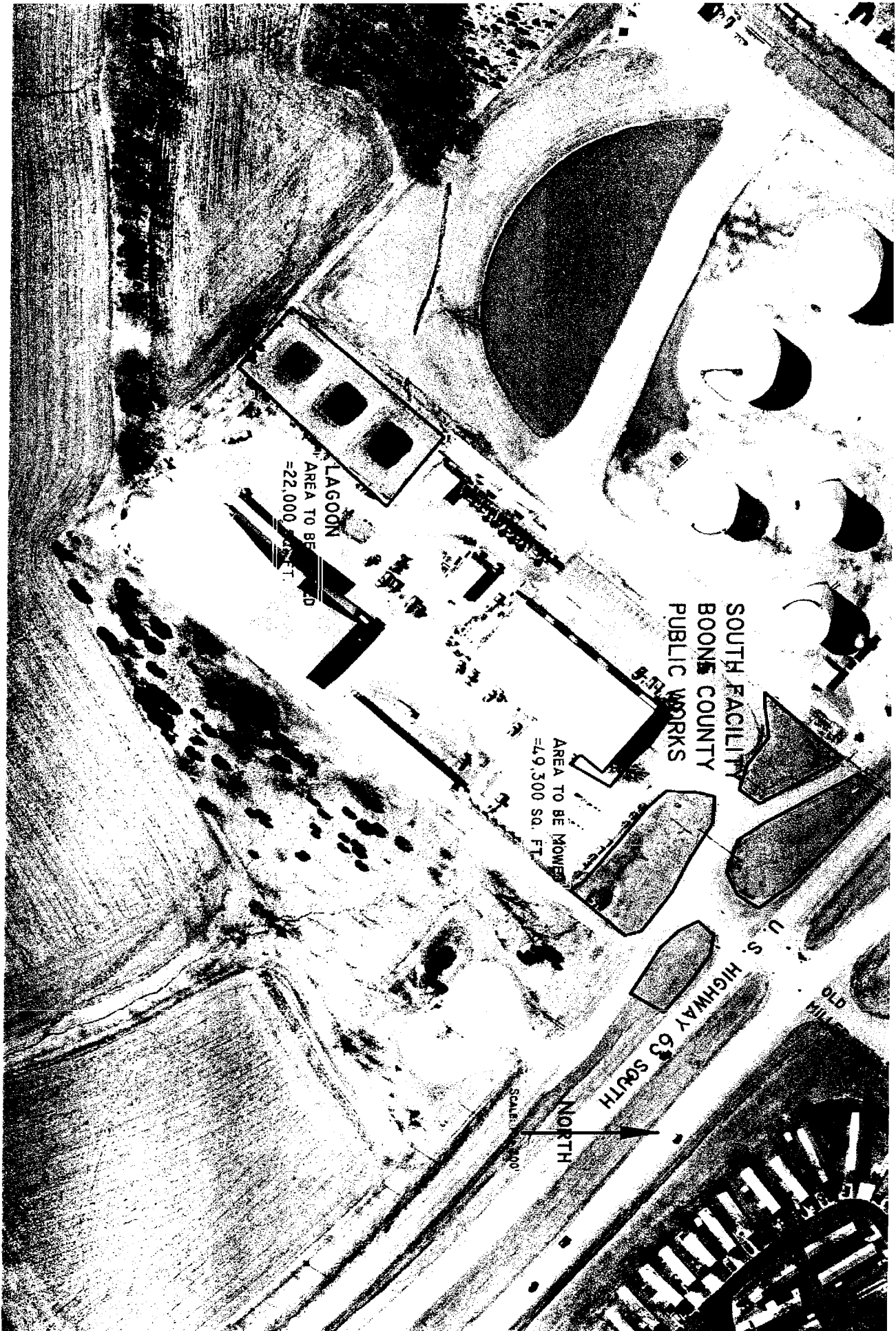
4.8.	<b>PRICING – Optional Lawn Care Maintenance</b>	<b>Unit Price Per Sq. Ft.</b>
4.8.1.	Fertilizing (Early Spring)	\$
4.8.2.	Fertilizing (Late Spring)	\$
4.8.3.	Fertilizing (Early Summer)	\$
4.8.4.	Fertilizing (Early Fall)	\$
4.8.5.	Fertilizing (Late Fall)	\$
4.8.6.	Grub Control	\$
4.8.7.	Aerating	\$
4.8.8.	Verti-Cutting (2-passes)	\$
4.8.9.	Over-seeding	\$
4.8.10.	Agricultural Lime	\$
4.8.11.	Power Raking	\$
4.8.12.	<b>Subtotal Lawn Care Maintenance</b>	\$
		\$
4.8.13.	Tree & Shrub Fertilization	<hr style="width: 50%; margin: 0 auto;"/> Price Per Application

4.9. <b>PRICING – Seasonal Grounds Services</b>					
	Location	Unit Price Per Mowing	Frequency	Estimated Number of Mowings Per Season	Extended Total
4.9.1.	Public Works, 5551 Tom Bass Rd.	\$ _____	Weekly	31	\$ _____
4.9.2.	Public Works Lagoon, 5551 Tom Bass Rd.	\$ _____	Monthly	7	\$ _____
4.9.3.	Union Cemetery	\$ _____	As Needed	7	\$ _____
4.9.4.	Rocky Fork Cemetery	\$ _____	As Needed	7	\$ _____
4.9.5.	Sheriff Department, 2121 County Dr.	\$ _____	Bi-Weekly	15	\$ _____
4.9.6.	Resource Management 700 Demaret Dr.	\$ _____	Bi-Weekly to Monthly	7-15	\$ _____
4.9.7.	Public Works, Barnes School Rd & Hwy 124	\$ _____	Bi-Weekly	15	\$ _____
4.9.8.	<b>Subtotal for Seasonal Grounds Maintenance</b>				\$ _____
4.10.	<b>PRICING - Additional Finish Mowing as requested</b>			\$ _____ Price Per Hour	
4.11.	<b>PRICING - Additional Field Mowing as requested</b>			\$ _____ Price Per Hour	

4.12.	<b>PRICING – Miscellaneous Landscaping Work as outlined in Section 2.3.6. (on an as-requested basis)</b>	\$ _____ Price Per Hour			
4.12.1.	Mulch	Cost Plus _____ %			
4.12.2.	Decorative Gravel	Cost Plus _____ %			
4.12.3.	Sod	Cost Plus _____ %			
4.12.4.	Granular Ice Control Products	Cost Plus _____ %			
4.12.5.	Liquid Pre-treatment / De-icer for Walkways	Cost Plus _____ %			
4.12.6.	Other Materials as Requested	Cost Plus _____ %			
4.13.	<b>PRICING - Optional Tree and Shrub Fertilization</b>	\$ _____ Price Per Hour			
4.14.	<b>PRICING – Optional Sprinkler System Maintenance-Hourly Rate for general repair including head replacement, line repair, and timer maintenance.</b>	\$ _____ Price Per Hour			
4.14.1.	Sprinkler System Replacement Parts	Cost Plus _____ %			
4.14.2.	Spring Sprinkler Start-up for both systems (including turning on valves and inspecting the	_____ Total Price			

	system)	
4.14.3.	Fall Sprinkler System Shut Down for both systems (including turning off the valves and using a pneumatic compressor to blow out all lines)	_____ Total Price
4.14.4.	Backflow Certification Test for both systems	_____ Total Price
4.14.	<b>PRICING – Snow Removal Work as outlined in Section 2.3.21. (on an as-requested basis)</b>	\$ _____ Price Per Hour
4.14.1.	Snow plow with Spreader / Skid Loader / Tractor with Blade	\$ _____ Price Per Hour
4.15.	<b><u>CONTRACT RENEWAL</u></b> <b>Maximum Percentage Increase:</b> _____ % 2 <sup>nd</sup> Year _____ % 3 <sup>rd</sup> Year	
4.16.	<u>The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Invitation for Quote (Bid) which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri.</u>	
4.16.1.	Authorized Representative (Sign By Hand): _____	Date: _____
4.16.2.	Print Name and Title of Authorized Representative: _____	Date: _____
4.16.3.	Will you honor the submitted prices for leasing by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? _____ Yes _____ No	
4.17.	<i>Statement of Bidder's Qualifications</i> Included? Yes _____ No _____	





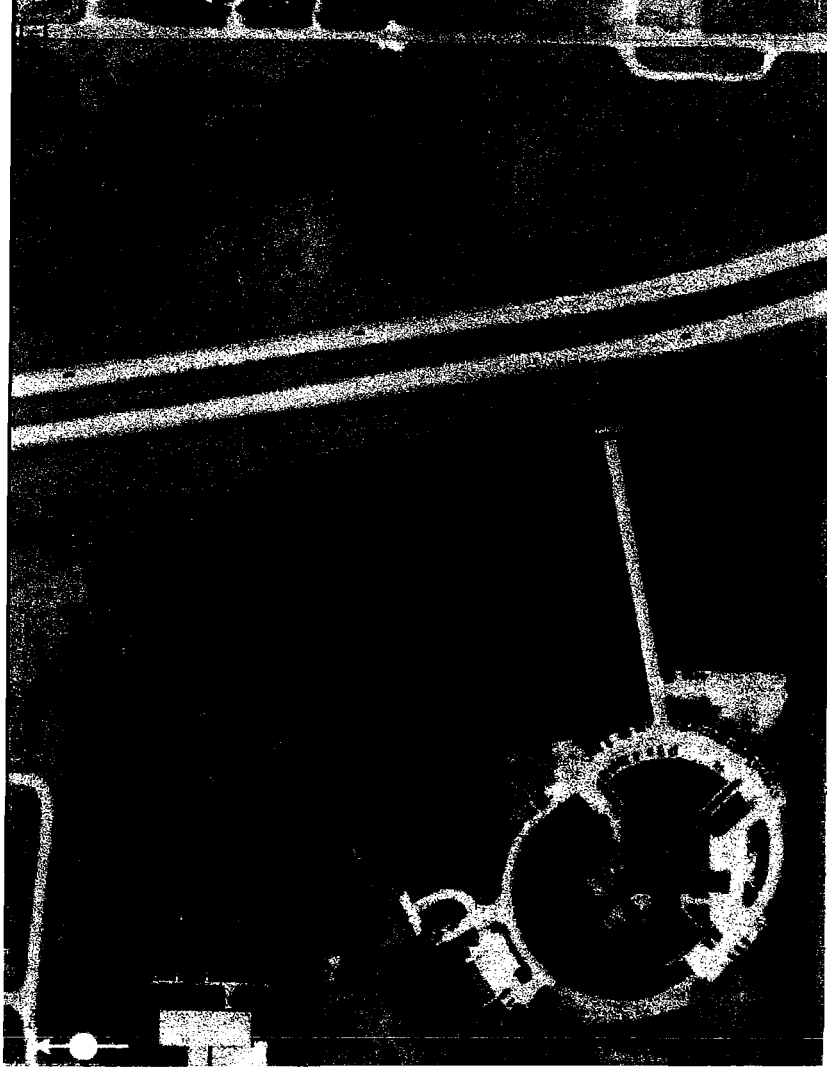
Attachment 'B' - Union Church Cemetery



Attachment 'C' - Rocky Fork Cemetery



Attachment 'D' - Sheriff Department



Attachment 'E' - 700 Demaret Drive (now empty lot)



Attachment 'F' - 124 & Barnes School Road



AREA TO BE MOWED  
10,218 SQ FT

AREA TO BE MOWED  
567 SQ FT

BARNES SCHOOL RD N  
BARNES SCHOOL RD

HIGHWAY 124 E

CALDWELL RD  
CALDWELL RD N

## STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price

shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.





**"NO BID" RESPONSE FORM**

**Boone County Purchasing**  
613 E. Ash Street, Room 109  
Columbia, MO 65201

**Amy Robbins, Senior Buyer**  
573/886-4392 - FAX 573/886-4390

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH TO SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4392. Thank you for your cooperation.

**Bid Number: 17-28MAR14 – Lawn Care Maintenance & Sesaonal Grounds Services Term & Supply**

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Address/P.O. Box)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(City, State, Zip)

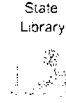
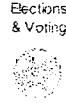
\_\_\_\_\_  
(Contact)

Reason(s) for Not Bidding:

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

# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE



[Emergency Rules](#)

[Code of State Regulations](#)

[Missouri Register](#)

[Search Administrative Rules](#)

[Frequently Asked Questions](#)

## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/11/2014

### Business Name History

Name	Name Type
Truescape, L.L.C.	Legal
TRUESCAPE LANDSCAPING, L.L.C.	Prev Legal

### Limited Liability Company - Domestic - Information

<b>Charter Number:</b>	LC0626368
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	12/8/2004
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	Perpetual

### Registered Agent

<b>Agent Name:</b>	<u>FOSTER, CHANCE</u>
<b>Office Address:</b>	6484 STATE ROAD O Fulton MO 65251

### Mailing Address:

### Organizers

<b>Name:</b>	<b>Chance Foster</b>
<b>Address:</b>	6484 State Road O Fulton MO 65251

[sos.mo.gov](http://sos.mo.gov)  
[Internet Privacy Policy](#)  
[Bid Opportunities](#)  
[Missouri State Government](#)  
[Employment](#)  
[Directions](#)  
[Site Map](#)  
[Employee Access](#)



**Contact Us:**  
 600 West Main Street  
 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
[Info@sos.mo.gov](mailto:Info@sos.mo.gov)  
 Branch Offices

SAM.gov will be down for a scheduled maintenance window this Saturday night, 04/12/2014, from 8:00 PM to 11:00 PM (EDT).

### Search Results

**Current Search Terms: truescape\* LLC\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

**No records found for current search.**

#### Glossary

Search

Results

Entity

Exclusion

Search

Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1624.20140326-1657



**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

SAM.gov will be down for a scheduled maintenance window this Saturday night, 04/12/2014, from 8:00 PM to 11:00 PM (EDT).

## Search Results

**Current Search Terms: truescape\* landscaping\* LLC\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

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SAM | System for Award Management 1.0

IBM v1.1624.20140326-1657

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

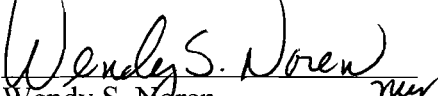
the following, among other proceedings, were had, viz:

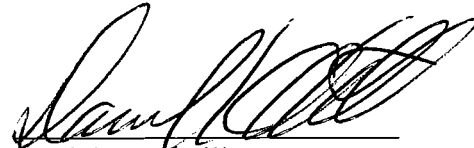
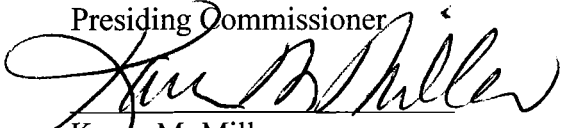
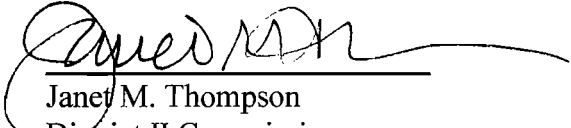
Now on this day the County Commission of the County of Boone does hereby award bid 12-27MAR14 – 2014 Preservation Chip Seal to Missouri Petroleum Products Company, LLC.

The terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

Done this 29th day of April, 2014.

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

  
Daniel K. Atwill  
Presiding Commissioner  
  
Karen M. Miller  
District I Commissioner  
  
Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

Amy Robbins  
Senior Buyer



613 E. Ash Street, Room 109  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Amy Robbins, Senior Buyer  
DATE: April 22, 2014  
RE: 12-27MAR14 – 2014 Preservation Chip Seal

12-27MAR14 – 2014 Preservation Chip Seal opened on March 27, 2014. Two bids were received and Resource Management recommends award to Missouri Petroleum Products Company, LLC for providing the lowest bid which met all required specifications. The true low bidder was found non-responsive as they did not submit the MO-DOT approved mix-design report with their bid response as requested via Addendum #2 to this bid.

Cost of the contract is \$726,781.92 and will be paid from department 2041 – Pavement Preservation, account 71202 – Infrastructure Preservation/Rehabilitation. \$712,596.00 was estimated for this project.

cc: Daniel Haid, Resource Management  
Derin Campbell, Resource Management  
Bid File

ATT: Bid Tabulation

**12-27MAR14 - Preservation Chip Seal**

<b>BID TABULATION</b>			<b>ENGINEER'S ESTIMATE</b>		<b>Vance Brothers (Kansas City, MO)</b>		<b>Missouri Petroleum Products (Columbia, MO)</b>	
<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>	<b>Unit Price</b>	<b>Total</b>
1/4" Preservation Chip Seal Treatment	SY	405,312	\$1.75	\$709,296.00	\$1.38	\$559,330.56	\$1.379	\$558,925.25
Temporary Centerline Markers (Spaced 40' o/c)	EA	3,300	\$1.00	\$3,300.00	\$0.65	\$2,145.00	\$1.00	\$3,300.00
Project Alternate - 3/8" aggregate in lieu of 1/4"	SY	405,312			\$1.59	\$644,446.08	\$1.785	\$723,481.92
<b>Bid Total without Alternate</b>				<b>\$712,596.00</b>		<b>\$561,475.56</b>		<b>\$562,225.25</b>
<b>Bid Total With Alternate</b>						<b>\$646,591.08</b>		<b>\$726,781.92</b>
<b>Mix Design Report Included? (Per Addendum 2)</b>					<b>NO</b>		<b>YES</b>	

**2013 Pavement Preservation  
Preservation Chip Seal Projects**

Revised: 7-15-13

Site	Project	Description	Length (ft.)	Quantity (BV)	Type	Unit Cost	Cost
1	Oak Grove School Rd.	Hwy 124 to EOP	1,886	4,556	3/8	\$1.62	\$7,380.72
2	Peabody Rd.	Hwy 63 to EOP (east)	4,509	11,227	3/8	\$1.62	\$18,187.74
3	Mount Zion Church Rd.	Hwy 8 to Hwy Z	24,906	61,470	3/8	\$1.62	\$99,581.40
4	Hinton Rd.	Hwy VV to Hwy 63	2,506	5,909	3/8	\$1.62	\$9,572.58
5	Akuman Bridge	O'Neal Rd. to Wade School Rd.	5,315	12,400	3/8	\$1.62	\$23,088.00
6	Oakland Church Rd.	Wagon Trail Rd. to Oakland Gravel Rd	7,030	15,636	3/8	\$1.62	\$25,330.32
7	Oakland Church Rd. 3	Edge of City Limits to Rte B	2,080	4,725	3/8	\$1.62	\$7,654.50
8	Oakland Church Rd. 4	Rte B to Browns Station Rd.	2,000	4,727	3/8	\$1.62	\$7,657.74
9	Lake of the Woods Rd	Entire Length	8,165	20,277	3/8	\$1.62	\$32,848.74
15	Blue Jay Wy.	Entire Length	463	1,201	3/8	\$1.62	\$1,945.62
16	Rangeline Rd.	Richland Rd. to Hwy WW	11,465	28,022	3/8	\$1.62	\$45,395.64
17	Old Field Rd	Country Farms Sub.	2,886	6,836	1/4	\$1.46	\$9,980.56
18	Vineyard Way	Country Farms Sub.	1,279	3,293	1/4	\$1.46	\$4,807.78
19	Harvest Rd	Country Farms Sub.	1,250	3,124	1/4	\$1.46	\$4,561.04
20	Arbor Way	Country Farms Sub.	1,394	3,633	1/4	\$1.46	\$5,304.18
21	Old Plank Rd.	Smith Hatchery Rd. to City Limits	2,169	5,375	3/8	\$1.62	\$8,707.50
22	Smith Hatchery Rd.	Old Plank Rd. to W. Dothage Rd.	7,808	17,464	3/8	\$1.62	\$28,291.68
23	Lotus Loop	Shalimar Gardens Sub.	590	1,520	1/4	\$1.46	\$2,219.20
24	Shalimar Ct	Shalimar Gardens Sub.	475	1,537	1/4	\$1.46	\$2,236.72
25	Shalimar Dr	Shalimar Gardens Sub.	985	2,985	1/4	\$1.46	\$4,358.10
26	Lotus Ct	Shalimar Gardens Sub.	230	924	1/4	\$1.46	\$1,349.04
27	Burning Bush Ct.	Shalimar Gardens Sub.	165	749	1/4	\$1.46	\$1,093.54
<b>Total</b>			<b>89,586</b>	<b>217,585</b>			<b>\$348,552.34</b>

17.0  
miles





202-2014

**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Missouri Petroleum Products Co., LLC** (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 12-27MAR14  
PRESERVATION CHIP SEAL PAVEMENT PRESERVATION 2014**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The contract award is to **be in the amount of \$726,781.92.**

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

Notice to Bidders  
Bid Form  
Instructions to Bidders  
Bid Response  
Certification Regarding Debarment  
Work Authorization Certification  
Statement of Bidders Qualifications  
Anti-Collusion Statement  
Signature and Identity of Bidder  
Bidders Acknowledgment  
Insurance Requirements  
Contract Conditions  
Sample Contract Agreement  
Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.  
Affidavit - OSHA Requirements  
Affidavit - Prevailing Wage  
General Specifications  
Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #20  
Boone County Standard Terms and Conditions  
Project Plans and/or Details

202-2014

It is understood and agreed that, except as may be otherwise provided for by the "General Specifications, and "Technical Specifications," and "Special Provisions" the work shall be done in accordance with the "Missouri Standard Specifications for Highway Construction, 2011", a copy of which can be obtained from the State of Missouri, Missouri Highway and Transportation Division in Jefferson City, Missouri. Said Specifications are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or

202-2014

percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

202-2014

The Owner agrees to pay the Contractor in the amount: \$726,781.92.

**Seven Hundred Twenty Six Thousand, Seven Hundred Eighty One Dollars and Ninety Two Cents (\$726,781.92)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on \_\_\_\_\_ at Columbia, Missouri.

(Date)

CONTRACTOR:

**MISSOURI PETROLEUM PRODUCTS COMPANY, LLC**

By: [Signature]  
Authorized Representative Signature

By: HENRY W SCHMITT  
Authorized Representative Printed Name  
Title: VICE PRESIDENT

**OWNER, BOONE COUNTY, MISSOURI**

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

Approved as to Legal Form:

[Signature]  
CJ Dykhouse  
Boone County Counselor

ATTEST:

[Signature]  
Wendy Noren, County Clerk

**AUDITOR CERTIFICATION**

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

[Signature]  
Signature *by aff*

4/23/14  
Date

2041 / 71202 - \$726,781.92

Appropriation Account



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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
March 13, 2014	#1
March 21, 2014	#2

COMPANY NAME: Missouri Petroleum Products Co., LLC

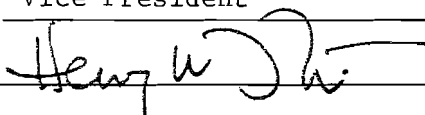
ADDRESS: 1620 Woodson Road

CITY, STATE, ZIP St. Louis, MO 63114

PHONE NUMBER: (314) 991-2180

AUTHORIZED REPRESENTATIVE: Henry W. Schmitt

TITLE: Vice President

SIGNATURE: 

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

No subcontractors will be used on this project

**Preservation Chip Seal  
Pavement Preservation 2014  
12-27MAR14**

Description	Unit	Qty.	Unit Price	Total
1/4" Preservation Chip Seal Treatment	SY	405,312	\$1.37 <sup>a</sup>	\$556,925.48
Temporary Centerline Markers (Spaced 40' o/c)	EA	3,300	\$1.00	\$3300.00
<b>Bid Total</b>				<b>\$562,225.48</b>

**Project Alternate**

Enter increase amount for the below item the bidder wishes to use. It will be at the County's discretion to incorporate these increases into the project.

Please provide the increase in price associated with using a 3/8" aggregate meeting similar specs to the aggregate described herein. Price increase should include all changes that result from the substitution of the aggregate including but not limited to increase in oil application rate necessary for aggregate embedment. If the alternate is used, it may be used in whole or in part of the estimated job quantities. However, neither size of aggregate will be used in less quantity than 25% of the total project, if used at all.

ITEM	Decrease to Bid Items	Unit Price Increase
1/4" Preservation Chip Seal	3/8" aggregate in lieu of 1/4"	\$ .40 <sup>e</sup>

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





**BOONE COUNTY, MISSOURI**  
**Request for Bid #: 12-27MAR14 – Preservation Chip Seal**

**ADDENDUM #1 - Issued March 13, 2014**

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

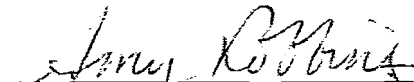
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

**1.) The County is changing the location of the bid opening to:**

**Boone County Annex Building  
Conference Room  
613 East Ash Street, Room 109  
Columbia, MO 65201.**

**Bids will be accepted until 1:15pm CST and opened publicly at the address above at 1:30pm CST.**

By:

  
**Amy Robbins  
Senior Buyer**

OFFEROR has examined copy of Addendum #1 to Request for Bid 12-27MAR14 – Preservation Chip Seal, receipt of which is hereby acknowledged:

Company Name:

Missouri Petroleum Products LLC

Address:

1620 Woodson Overland MO. 63114

Phone Number: 314-991-2180

Fax Number: 314-991-4037

Authorized Representative Signature:



Date: 3-13-14

Authorized Representative Printed Name:

Tim Parker



**BOONE COUNTY, MISSOURI**  
Request for Bid #: 12-27MAR14  
Preservation Chip Seal  
Pavement Preservation 2014

**ADDENDUM #2 - Issued March 21, 2014**

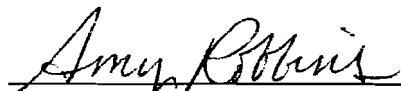
This addendum is issued in accordance with the Request for Bid Project Plans and/or Details and is hereby incorporated into and made a part of the Request for Bid Documents. Offerors are reminded that receipt of this addendum **SHOULD** be acknowledged and submitted with Offeror's *Response Form*.

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

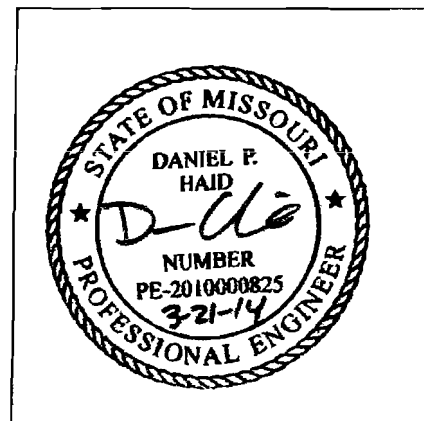
1. Bidder shall submit a MoDOT approved mix design for the 1/4" Preservation Chip Seal Treatment as well as 3/8" aggregate treatment for the Project Alternate with bid response.
2. The aggregate spreader used to perform this treatment shall be capable of uniformly distributing a 24 foot wide band of aggregate in a single pass operation, not 16 feet as indicated in Section 2.4 of Special Provisions, 1/4" Preservation Chip Seal.
3. The time and location of the bid opening is as follows:

Boone County Annex Building  
Conference Room  
613 East Ash Street, Room 109

Bids will be accepted until 1:15 pm CST and opened publicly at the address above at 1:30 pm CST

By:   
Amy Robbins, Buyer  
Boone County Purchasing

Approved:




OFFEROR has examined copy of Addendum #2 to Request for Bid 12-27MAR14 – Preservation Chip Seal, Pavement Preservation 2014, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products LLC

Address: 1620 Woodson Overland Mo. 63114

Phone Number: 314-991-2180

Fax Number: 314-991-4037

Authorized Representative Signature: 

Date: 3-21-14

Authorized Representative Printed Name: Tim Parker



## Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain

Aggregate Type: 1/4 x 1/8

Aggregate Application Rate: 12 pounds/square yard

Emulsion Source: Bi-State Emulsions

Emulsion Type: CHFRS2P modified with SBR Polymer and BASF Blending Agent

Emulsion Application Range: Refer to Attached Chart

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Patrick G. Palmer P.E.

27-Mar-14

---

Date

Prepared for: Boone County, Missouri  
Preservation Chip Seal  
Pavement Preservation 2014

Test results, opinions, or interpretations are based on material supplied by the client. This is for the exclusive use of the client to which it is addressed. No reproduction or facsimile in any form should be made without the client's written permission. Missouri Petroleum assumes no liability and makes no warranty expressed or implied as to the material or the products or processes contained in this report.

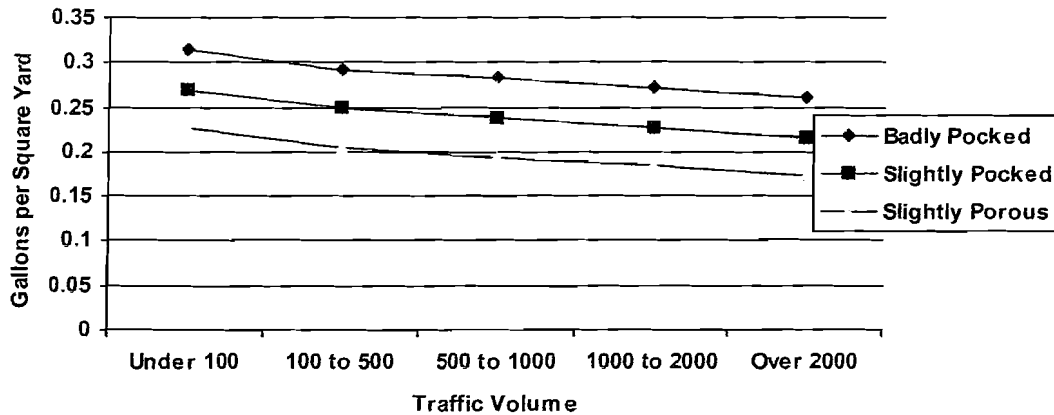
ID	Sample	Project	Locatio	Sample	Tested	Test ID	Agg ID
	21	Boone CO					
PERCENT				AggTyp	IMTrap	Binder ID	
Passing 1/2	100			Agg Siz	1/4x1/8	Binder Type	CHFRS2P
Passing 3/8	100						
Passing 1/4	94		Retained 1-3/4	0	Passing 1-3/4		0
Passing No	77		Retained 3/4-1/2	0	Passing 3/4-1/2		0
Passing No	26		Retained 1/2-3/8	0	Passing 1/2-3/8		0
Passing No 1	7		Retained 3/8-1/4	8	Passing 3/8-1/4		32
Passing No 5	1		Retained 1/4-No	36	Passing 1/4-No		132
Passing No 20	0.7						

MED AN	0.14	Waste	1.05	Residual Asphalt	0.68
FLAKINES	0.79	Traffic	0.7	COVER	11.97347
ALD	0.12	Surface	0.06	FLAT	0.2273414
Bulk SG	2.545	Aggregate Absorption	1.17	NOT FLAT	0.2479787
Loose UW	79	Absorption Correction	0	GRAPH VALUES Below (Gal/SY)	
	0.502544				

Traffic Factor	Badly Pocked	Slightly Pocked	Slightly Porous	Vehicles / Day
0.6	0.2604	0.2163	0.1722	Over 2000
0.65	0.2711	0.227	0.1829	1000 to 2000
0.7	0.2818	0.2377	0.1935	500 to 1000
0.75	0.2925	0.2483	0.2042	100 to 500
0.85	0.3138	0.2697	0.2256	Under 100

Minimum Bidder Rate  
0.26 Gallons / square yard

### APPLICATION RATE





## SOILS AND AGGREGATES Gradation and Physical Properties Report

Project : IMTR QC , Production/Stockpile/Loadout QC	Client : Iron Mountain Trap Rock
Contract / Lot : 91000 , Iron Mountain Trap Rock / Production	
Supplier / Site : Iron Mountain Trap Rock - Iron Mountain, MO /	
Formation : Rhyolite (Porphyry)	Quantity (ton): 0      Ledge : IM 1
Testing Lab : PQ - IMTR Field Lab	

### Sampling

Sampled by: Clayton J. Boushie	Sample No.: 14AGG0222
Usage: Seal Coat	Reference No.:
Grading : 1/4" x 1/8" (IMTR) 07/12-COML-#40, 1/4" x	Sampling date: 03/12/2014      05:00
Sampling location: Stockpile - upper field	Receiving date: 03/12/2014

### Sieve Analysis

AASHTO T11/T27

### Physical properties

Sieves	% Passing	Specifications		Parameters	Standards	Results	Min	Max	Lab
		Min	Max						
3/8"	100	100	100	Bulk Specific Gravity	AASHTO T85	2.545			
1/4"	94			SSD Specific Gravity		2.575			
# 4	77			Apparent Specific Gravity		2.624			
# 8	26		35	Absorption		1.17%			
# 16	7			Unit Weight Rodding	AASHTO T19	90lb/ft <sup>3</sup>			FWI North Lab
# 30	2			Unit Weight Loose		79lb/ft <sup>3</sup>			FWI North Lab
# 50	1			Washing	AASHTO T11	0.6 %			PQ - IMTR
# 100	1								
# 200	0.7		5.0						

### Washing

Standard :

Passing by washing : 0.6 %

Fineness Modulus:

Lab: \* = Non Compliant

Petrographic analysis: Reported by: David B. Marshall, P.E.

Date : 03/13/2014

Remarks:

Verified by: \_\_\_\_\_



---

Bi-State Emulsions LLC

3714 Big Bend Ind. Ct.  
Maplewood, MO 63143  
(314) 645-1818  
Fax: (314) 645-8898

Tim Parker  
Manager of Chip Seal Operations  
Missouri Petroleum LLC

3/20/2014

Dear Mr. Parker,

The Cationic High Float Emulsion,(CHFRS-2P), manufactured at Bi-State Emulsions for the 2014 Boone County Chip Seal Pavement Preservation Project, is produced using an SBR polymer with a BASF blending agent. All batches will be tested and certified to meet MODOT state specifications and all bills of lading will have a certification number for testing reference.

Thank You

Patty Kunkel  
Assistant Plant Manager



## Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain

Aggregate Type: 3/8x1/4

Aggregate Application Rate: 25 pounds/square yard

Emulsion Source: Bi-State Emulsions

Emulsion Type: CHFRS2P modified with SBR Polymer and BASF Blending Agent

Emulsion Application Range: Refer to Attached Chart

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Patrick G. Palmer P.E.

27-Mar-14

---

Date

Prepared for:

Boone County, Missouri  
Preservation Chip Seal  
Pavement Preservation 2014

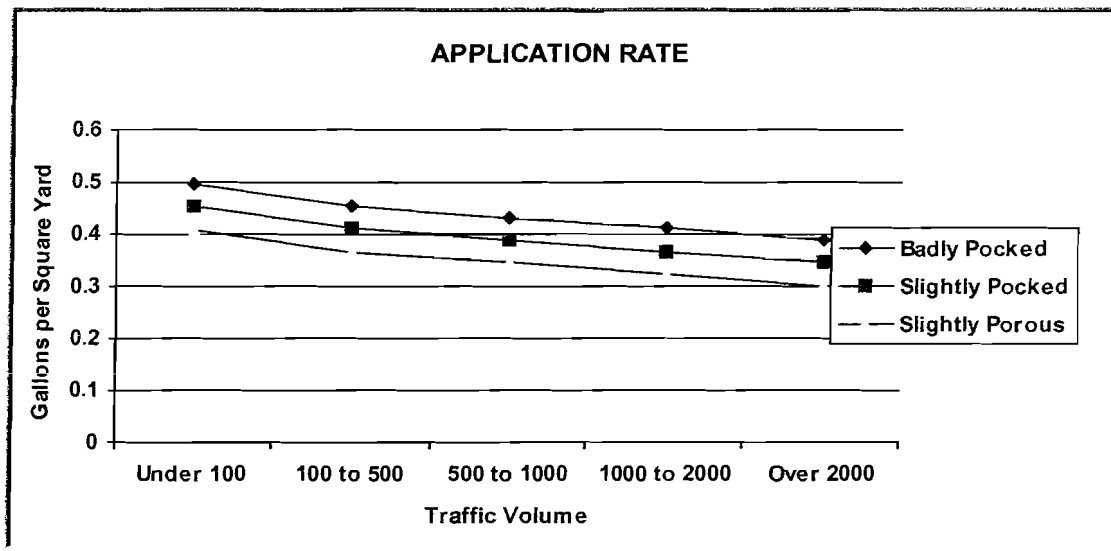
Test results, opinions, or interpretations are based on material supplied by the client. This is for the exclusive use of the client to which it is addressed. No reproduction or facsimile in any form should be made without the client's written permission. Missouri Petroleum assumes no liability and makes no warranty expressed or implied as to the material or the products or processes contained in this report.



ID	22	Sample	Project	Locatio	Sample	Tested	Test ID	Agg ID
			Boone CO					
<b>PERCENT</b>								
AggTyp						lrm MT	Binder ID	
Agg Siz						3/8x1/4	Binder Type	CHFRS2P
Passing 1/2		100						
Passing 3/8		95						
Passing 1/4		39		Retained 1-3/4	0	Passing 1-3/4		0
Passing No		12		Retained 3/4-1/2	0	Passing 3/4-1/2		0
Passing No		2		Retained 1/2-3/8	4	Passing 1/2-3/8		21
Passing No 1		1		Retained 3/8-1/4	138	Passing 3/8-1/4		196
Passing No 5		1		Retained 1/4-No	40	Passing 1/4-No		98
Passing No 20		0.2						

MEDIAN	0.27	Waste	1.05	Residual Asphalt	0.68
FLAKINES	0.63	Traffic	0.7	COVER	24.65654
ALD	0.24	Surface	0.03	FLAT	0.3239355
Bulk SG	2.627	Aggregate Absorption	0.43	NOT FLAT	0.3649505
Loose UW	81	Absorption Correction	0	<b>GRAPH VALUES Below (Gal/SY)</b>	
	0.505871				

Traffic Factor	Badly Pocked	Slightly Pocked	Slightly Porous	Vehicles / Day
0.6	0.3898	0.3457	0.3015	Over 2000
0.65	0.4112	0.3671	0.323	1000 to 2000
0.7	0.4327	0.3886	0.3444	500 to 1000
0.75	0.4541	0.4100	0.3659	100 to 500
0.85	0.4970	0.4529	0.4088	Under 100





# SOILS AND AGGREGATES

## Gradation and Physical Properties Report

Project : IMTR QC , Production/Stockpile/Loadout QC	Client : Iron Mountain Trap Rock
Contract / Lot : 91000 , Iron Mountain Trap Rock / Stockpile	
Supplier / Site : Iron Mountain Trap Rock - Iron Mountain, MO /	
Formation : Rhyolite (Porphyry)	Quantity (ton): 0      Ledge : IM 1
Testing Lab : PQ - IMTR Field Lab	

### Sampling

Sampled by: Clayton J. Boushie	Sample No.: 14AGG0232
Usage: Asphalt Mix Design	Reference No.: 14SEMA0022
Grading : 3/8" x 1/4" (IMTR) 1/10-SEC. 1002-#42, 3/8" x	Sampling date: 01/28/2014      07:00
Sampling location: Stockpile	Receiving date: 01/28/2014

Sieve Analysis AASHTO T11/T27				Physical properties					
Sieves	% Passing	Specifications		Parameters	Standards	Results	Min	Max	Lab
		Min	Max						
3/4"	100	100	100	Bulk Specific Gravity	AASHTO T85	2.627			PQ - IMTR
1/2"	100	100	100	SSD Specific Gravity		2.638			PQ - IMTR
3/8"	95	86	100	Apparent Specific Gravity		2.657			PQ - IMTR
# 4	12	6	18	Absorption		0.43%			PQ - IMTR
# 8	2		8	Unit Weight Rodding	AASHTO T19	90lb/ft <sup>3</sup>			PQ - IMTR
# 16	1		7	Unit Weight Loose		81lb/ft <sup>3</sup>			PQ - IMTR
# 30	1		7						
# 50	1		7						
# 100	1		3						
# 200	0.2		2.2						

### Washing

Standard :

Passing by washing :    \*\*\* %

Fineness Modulus:

Lab: \* = Non Compliant

Petrographic analysis: Reported by: David B. Marshall, P.E.

Date : 03/13/2014

Remarks: Sampled for Mix Design. Gradation reflects typical values

Verified by: \_\_\_\_\_

## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

**SUBJECT:** Pavement Preservation 2014

**Project No.:** 12-27MAR14

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

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

### **SECTION I**

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

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

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

### **SECTION II**

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

**SECTION III**

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

**SECTION IV**

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

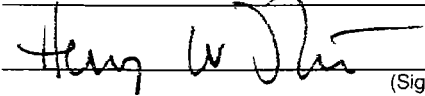
**SECTION V**

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

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

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

Firm Name: Missouri Petroleum Products Co., LLC

By:   
(Signature)

Henry W. Schmitt  
(Print or Type Name)

Title: Vice President

Address: 1620 Woodson Road

City, State, Zip: St. Louis, MO 63114

Phone: (314) 991-2180

Fax: (314) 991-4037

Date: 3/25/14

(Please complete and return with Contract)

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Henry W. Schmitt, Vice President

\_\_\_\_\_  
Name and Title of Authorized Representative

*Henry W. Schmitt*  
\_\_\_\_\_  
Signature

3/25/14

\_\_\_\_\_  
Date





# E-Verify



Company ID Number: 188670

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 Missouri Petroleum Products Company LLC**

**Michael Drury**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

02/09/2008

Date

**Department of Homeland Security – Verification Division**

Name (Please Type or Print)

Title

Signature

Date

Company ID Number: 188670

## Information Required for the E-Verify Program

### Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1820 Woodson Road

Saint Louis, MO 63114

Company Alternate  
Address:

County or Parish: S A I N T L O U I S

Employer Identification

Number: 431845744

North American Industry  
Classification Systems

Code: 232

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 188670

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

Name:	<b>Kathy M Jasmund</b>	Fax Number:	<b>(314) 991 - 1553</b>
Telephone Number:	<b>(314) 991 - 2180 ext. 235235</b>		
E-mail Address:	<b>kjasmund@lionmark.com</b>		

Name:	<b>Michael E Drury</b>	Fax Number:	<b>(314) 991 - 1553</b>
Telephone Number:	<b>(314) 991 - 2180 ext. 214</b>		
E-mail Address:	<b>mike.drury@lionmark.com</b>		

## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: Missouri Petroleum Products Co., LLC
2. Business Address: 1620 Woodson Road  
St. Louis, MO 63114
3. When Organized: 1980
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
82 years
7. If you have done business under a different name, please give name and location:  
N/A
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: No
10. Have you ever defaulted on a contract? No
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
See Attached
12. List of projects currently in progress: No chipseal jobs currently in progress

\* Attach additional sheets as necessary \*

**REFERENCES:**

**2008 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
St. Louis County	St. Louis County Division	John Hand	462,676
Boone County Various Streets	Boone County, MO 601 E. Walnut Columbia, MO 65201	John Watkins (573) 449-8515	375,739
Webster Groves Various Streets	City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119	Dennis Wells (314) 963-5315	170,000
Franklin County Various Streets	Franklin County, MO 400 East Locust Street Union, MO 63094	Rich Wilson (636) 583-6361	454,190

**REFERENCES:**

**2009 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
St. Louis County	St. Louis County Division		462,676
Boone County Various Streets	Boone County, MO 601 E. Walnut Columbia, MO 65201	John Watkins (573) 449-8515	235,739
Webster Groves Various Streets	City of Webster Groves 4 E. Lockwood Webster Groves, MO 63119	Paul Verheyen (314) 963-5315	142,667
St. Charles County Various Streets	St. Charles County Govt 201 North Second Street St. Charles, MO 63301	Benny Hedden (636) 949-7900	164,736

**REFERENCES:**

**2010 Chipseal Jobs Completed**

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Cape Girardeau County	#1 Barton Square Jackson, MO 63755	Donna Oldham 573-243-1052	128,061
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	Gary Lear 573-687-3321	12,370
City of Webster Groves	4 E. Lockwood Webster Groves, MO 63119	Paul Verheyen (314) 963-5315	183,000

**REFERENCES:**

**2011 Chipseal Jobs Completed**

<b><u>Site</u></b>	<b><u>Address</u></b>	<b><u>Representative</u></b>	<b><u>Size</u></b>
Lake Sherwood Estates	PO Box 1085 Lake Sherwood, MO 63357	George Schmidt 636-828-5777	31,258
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	Gary Lear 573-687-3321	7,200
City of Jennings	2120 Hord Avenue Jennings, MO 63136	Shirley Pecararo 314-388-1164	27,000



**REFERENCES**

**2012 Chipseal Jobs Completed**

<b>Site</b>	<b>Address</b>	<b>Representative</b>	<b>Size</b>
Lincoln County	201 Main St troy Mo.63379	Dan Colbert	235,000
Modot	105 W Capital Jefferson city Mo.65102	Various	2,000,000

## REFERENCES

### 2013 Chipseal Jobs Completed

<b>Site</b>	<b>Address</b>	<b>Representative</b>	<b>Size</b>
Lincoln County	201 Main St troy Mo.63379	Dan Colbert	350,000
Modot	105 W Capital Jefferson city Mo.65102	Various	835,855
Boone County	601 E Walnut Columbia Mo.65201	Dan Haid	218,420
City Of sturgeon	303 Station Dr. Sturgeon mo.65284	John Gingrich	23,775

# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

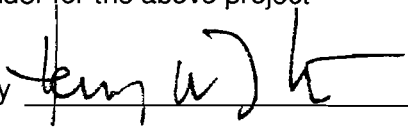
COUNTY OF St. Louis

Henry W. Schmitt, being first duly sworn, deposes and  
says that he is Vice President  
(Title of Person Signing)


of Missouri Petroleum Products Co., LLC  
(Name of Bidder)

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

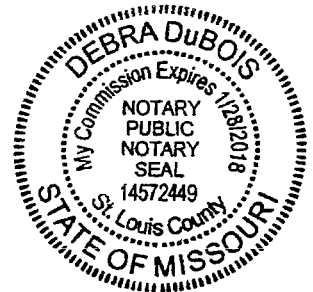
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By   
By \_\_\_\_\_  
By \_\_\_\_\_

Sworn to before me this 25th day of March, 20 14

  
Notary Public

My Commission Expires 11/28/18



## SIGNATURE AND IDENTITY OF BIDDER

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

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

Dated March 25, 20 14

Name of individual, all partners, or joint venturers:

Address of each:

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

doing business under the name of:


Address of principal place of business in Missouri:

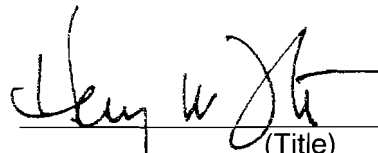
(If using a fictitious name, show this name above in addition to legal names.)

Missouri Petroleum Products Co., LLC

(If a corporation - show its name above)

ATTEST:

  
 \_\_\_\_\_  
 (Secretary)

  
 \_\_\_\_\_  
 Vice President  
 (Title)

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

# BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of St. Louis

On this 25th day of March, 20 14

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

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

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

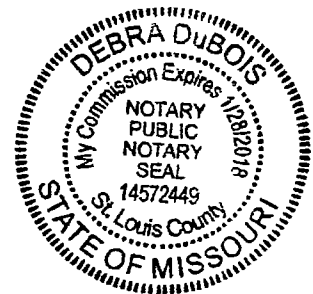
(if a corporation) that he is the Vice President  
President or other agent

Missouri Petroleum Products  
of Co., LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Overland, Missouri the day and year first above written.

(SEAL) [Signature] Notary Public

My Commission expires January 28, 20 15.





9499B1S1007

## INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form.....	2.1-2.2
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form.....	4.3
Work Authorization Certification.....	4.4-4.5
Individual Bidder Certification.....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder.....	7.1
Bidder's Acknowledgement.....	8.1
Insurance Requirements.....	9.1- 9.2
Contract Conditions.....	10.1-10.6
Sample Contract Agreement.....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements.....	14.1
Affidavit-Prevailing Wage.....	15.1
General Specifications.....	GS.1-GS.8
Special Provisions.....	SP.1-SP.5
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions.....	APPENDIX B
Project Plans and/or Details.....	APPENDIX C

**\*For the successful Bidder, Performance Bond and Labor and Material Payment Bond must be submitted on forms provided herein.**

## NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

**Project Name:**

PRESERVATION CHIP SEAL  
PAVEMENT PRESERVATION 2014

**Project Number:**

N/A

**Bid Number:**

12-27MAR14

**Scope of Project Construction:**

Provide materials for and perform single layer Preservation Chip Seal treatments on the roads listed herein using CHFRS-2P asphalt emulsion and 1/4" Trap Rock

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **March 18, 2014 at 9:00 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on March 24, 2014.** **Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **1:15 p.m. on March 27, 2014** at the Boone County Purchasing Office, 613 East Ash Street, Room 109, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on March 27, 2014** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

10 Working Days

**Liquidated Damages:**

\$500 per Working Day



**Anticipated Notice To Proceed Date:**

On or about July 1, 2014. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

**Seeding and Erosion Control Performance Bond Amount:**

None Required

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

## REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

<b>Boone County Roadway Regulations Chapter II:</b>	The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
<b>MoDOT Standard Specifications:</b>	The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
<b>MUTCD:</b>	The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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**Preservation Chip Seal  
Pavement Preservation 2014  
12-27MAR14**

Description	Unit	Qty.	Unit Price	Total
1/4" Preservation Chip Seal Treatment	SY	405,312	\$	\$
Temporary Centerline Markers (Spaced 40' o/c)	EA	3,300	\$	\$
<b>Bid Total</b>				<b>\$</b>

**Project Alternate**

Enter increase amount for the below item the bidder wishes to use. It will be at the County's discretion to incorporate these increases into the project.

Please provide the increase in price associated with using a 3/8" aggregate meeting similar specs to the aggregate described herein. Price increase should include all changes that result from the substitution of the aggregate including but not limited to increase in oil application rate necessary for aggregate embedment. If the alternate is used, it may be used in whole or in part of the estimated job quantities. However, neither size of aggregate will be used in less quantity than 25% of the total project, if used at all.

ITEM	Decrease to Bid Items	Unit Price Increase
1/4" Preservation Chip Seal	3/8" aggregate in lieu of 1/4"	\$

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

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

DATE

ADDENDUM NUMBER

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COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

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

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## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

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

## SECTION I

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

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

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

## SECTION II

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



**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

(Please complete and return with Contract)

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name and Title of Authorized Representative

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Signature

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Date

**COUNTY OF BOONE-MISSOURI**  
**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

An Affirmative Action/Equal Opportunity Institution



## CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- \_\_\_\_\_1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**AFFIDAVIT**  
**(Only Required for Individual Bidder Certification Option #2)**

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

On the date above written \_\_\_\_\_ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

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

My Commission Expires:

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## STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*



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# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

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## SIGNATURE AND IDENTITY OF BIDDER

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

sole individual                       partnership                       joint venture  
 corporation, incorporated under laws of the state of \_\_\_\_\_

Dated \_\_\_\_\_, 20 \_\_\_\_  
 Name of individual, all partners, or joint  
 venturers:

Address of each:


doing business under the name of:

Address of principal place of business in  
 Missouri:

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

\_\_\_\_\_  
 (If a corporation - show its name above)

ATTEST:

\_\_\_\_\_  
 (Secretary)

\_\_\_\_\_  
 (Title)

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

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## BIDDER'S ACKNOWLEDGMENT

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

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

(if a corporation) that he is the \_\_\_\_\_  
President or other agent

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ the day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

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## INSURANCE REQUIREMENTS

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

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

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

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

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



Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

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

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

## CONTRACT CONDITIONS

**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

**DEFINITIONS:** "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

**ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

**ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

**LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

**TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

## **SALES/USE TAX EXEMPTION**

**SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

### **Correction or Removal of Defective Work**

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

### **One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

### **Maintenance Requirements**

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

**At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control.** During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

## **SUBCONTRACTORS, SUPPLIERS AND OTHERS**

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

## SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and \_\_\_\_\_ (hereinafter referred to as the Contractor).

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

and agrees to perform all the work required by the Contract as shown on the plans and specifications.

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

1. Notice to Bidders,
2. Bid Form,
3. Instructions to Bidders,
4. Bid Response,
5. Work Authorization Certification,
6. Statement of Bidder's Qualifications,
7. Anti-Collusion Statement,
8. Signature and Identity of Bidder,
9. Bidder's Acknowledgment,
10. Insurance Requirements,
11. Contract Conditions,
12. Contract Agreement,
13. Performance Bond,
14. Labor and Material Payment Bond,
15. Affidavit-OSHA Requirements,
16. Affidavit-Prevailing Wage,
17. General Specifications,
18. Technical Specifications,
19. Special Provisions,
20. State Prevailing Wage Rates,
21. Boone County Standard Terms and Conditions
22. Notice to Proceed,
23. Boone County Roadway Regulations Chapter II,
24. MoDOT Standard Specifications, and
25. Plans.



It is understood and agreed that, except as may be otherwise provided for by the **General Specifications, Technical Specifications, and Special Provisions** the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II**, or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract, and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

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

The Contractor expressly warrants that he has employed no third person to solicit or obtain this Contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement. Also, that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by he hereunder; and that he has not, in estimating the Contract price demand by he, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to he hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the

Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

**The Owner agrees to pay the Contractor in the amount of**

\$ \_\_\_\_\_  
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL) \_\_\_\_\_  
(Contractor)

BY: \_\_\_\_\_

(SEAL) \_\_\_\_\_  
(Surety Company)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

## SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

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**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally came and appeared (name and title)

\_\_\_\_\_ of the (name of company)

\_\_\_\_\_ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. \_\_\_\_\_ issued by the Division of Labor Standards on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in carrying out the Contract and work in connection with

(name of project) \_\_\_\_\_ located at

(name of institution) \_\_\_\_\_ in \_\_\_\_\_ County,

Missouri and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_\_.

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

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## GENERAL SPECIFICATIONS

GENERAL SPECIAL PROVISIONS: Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications**, and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**. Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein.

When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** will govern the work.

### SECTION 1. - DEFINITIONS

The following changes shall be made to Section 101. Definitions. and shall apply each time they occur in the "Missouri Standard Specifications for Highway Construction Current Edition" hereinafter the **MoDOT Standard Specifications**.

**A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

**B. Commission:** Shall mean the Boone County Commission.

**C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

**2.1 Interpretation of Proposed Quantities.** The quantities appearing in the bid schedule are prepared for the comparison of bids and will be the basis for final payment to the Contractor, except where final measurements are to be made, as hereinafter provided. Payment will not be made for any work that does not meet with the approval of the Engineer. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased, or omitted as hereinafter provided.

The Contractor agrees that he is fully informed regarding all of the conditions affecting the work to be completed, and labor and materials to be furnished for the completion of this Contract, and that his information was procured by personal investigation and research and not from any estimates of the Engineer; and that he will make no claims against the County by reason of estimates, test, or representation of any officer, agent, or employee of the County or the Engineer.

**2.2 Proposal Guaranty.** Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.



**2.3 Delivery of Proposals.** Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

**3.1. Award of Contract.** The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

### **SECTION 4 - SCOPE OF WORK – This section has been left blank.**

### **SECTION 5 - CONTROL OF WORK**

**5.1. Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

**5.2. Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

**5.3. Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

**5.4.** The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

## **SECTION 6 - CONTROL OF MATERIAL**

**6.1. Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

**6.2. Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

**Safety Provisions.** Safety on the job is the Contractor's sole responsibility. The Contractor is responsible for proper barricades and/or fences to prevent injury to his or other personnel or the public, and shall leave such barricades and/or fences in place at any time he must be absent from the job site.

## **SECTION 8 - PROSECUTION AND PROGRESS**

**8.1.** Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the contract documents, all Work at the site shall be performed during regular working hours, and the Contractor will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without Owner's written consent given after prior written notice to the Engineer.

**8.2.** Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.

## **SECTION 9 - MEASUREMENT AND PAYMENT**

**9.1.** The Engineer will make payment estimates on or about the 1st and the 15th of each month of the work performed and the value thereof at the contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items.

**9.2.** No payments will be made on account of materials not yet incorporated into the work.

**9.3.** From the total amount of work items of each estimate, there will be deducted ten percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

**9.4.** Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the County from loss on account of:

- a. Failure to properly submit material certifications and substantiating test reports required under Section 6.1. and Section 6.2.
- b. Failure to properly submit certified copies of labor payrolls required under Section 10.
- c. Defective work not remedied.
- d. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- e. A reasonable doubt that the contract can be completed for the balance then unpaid.
- f. Damage to another Contractor.

**9.5.** If the plans have been altered or when disagreement exists between the Contractor and the Engineer as to the accuracy of the plan quantities, either party has the right to request a recomputation of contract quantities of excavation within any area by written notice to the other party. The written notice shall contain evidence that an error exists in the original ground line elevation or in the original computations which will materially affect the final payment quantity. If such final measurement is required, it will be made from the latest available ground surface and the design section.

**9.6.** Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

**9.7.** Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

**9.12.** Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

**9.13.** Release of Retained Percentages:

**9.13.1.** Prior to any release of retained percentage the Contractor shall file with the County the following:

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

**9.13.2.** Each Contractor and Subcontractor shall file with the County, upon completion of the project and prior to final payment thereof, an affidavit stating that he has fully complied with the provisions and requirements of the Prevailing Wage Law and OSHA Training Requirements.

**9.13.3.** When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

## **SECTION 10 - MATERIAL AND WORKMANSHIP**

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

**11.1.** The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

**11.2.** The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

**11.3.** The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

**11.4.** The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "Last Payroll".
- h. A record of all payrolls will be maintained by the County.

**11.5.** The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

- 1. Missouri Equal Employment Opportunity Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

- 1. State Wage Rates Notice.
- 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
- 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
- 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
- 5. Notice requesting referral of minorities by present employees.

**11.6.** The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

## **SECTION 12 - SPECIFICATIONS AND PLANS**

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

## **SECTION 13 - PROTECTION OF WORK**

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

## **SECTION 14 - OVERHEAD LINE PROTECTION**

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is its duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

## **SECTION 15 - OSHA Program Requirements**

The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

## **SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION**

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

**SECTION 17 - INTERFERENCE**

All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representatives or the County.

**SECTION 18 - METHOD OF PAYMENT**

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

## SPECIAL PROVISIONS

### 1/4" Preservation Chip Seal

#### 1. 1/4" Preservation Chip Seal

- 1.1 All material shall conform to Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details, and specifically as follows:

<u>Item</u>	<u>Section</u>
Cationic High Float Rapid Set Emulsion (CHFRS-2P)	409
Aggregate for Seal Coats	1003
Sand	1002

- 1.2 CHFRS-2P shall also meet the requirements of tests conducted in accordance to ASTM D2397. The material shall have a minimum float value of 1800 when tested in accordance to ASTM D 139. The Cationic High Float Polymer Modified Emulsion (CHFRS-2P) must be milled from a premodified asphalt (PG 70-22 or PG 76-22) or milled with an unmodified asphalt, a SBR Polymer and a BASF (or equivalent) blending agent.
- 1.3 The emulsion application rate will be determined by the engineer based on a site by site evaluation. Application rates shall range from 0.26 to 0.30 gallons per square yard per lift.
- 1.4 The aggregate application rate shall be ~~12-16 pounds~~ per square yard.
- 1.5 The aggregate shall be Iron Mountain Trap Rock or approved equal meeting the following requirements:
- The porphyry aggregate shall have a Bulk Specific Gravity of 2.55 to 2.75 when tested in accordance with ASTM C 127. The aggregate shall not have a percent of wear exceeding 20 when tested in accordance with AASHTO-T96 (Los Angeles Abrasion).
- 1.6 All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.
- 1.7 Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

#### 2. Equipment

The following equipment or its equivalent will be required:

- 2.1 Distributor: The contractor shall provide a distributor, for heating and applying bituminous materials that meet the requirements of Section 409.4 of Missouri Standard Specifications for Highway Construction. The tachometer shall be readily visible to the operator and have a dial reading registering liters per minute (gallons per minute) passing through the nozzle. The tachometer well shall not be in contact with heating tube. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to the spray application temperature. The distributor shall have a computer controlled application system and be equipped with a bitumeter with a dial gauge registering (feet) meter of travel per minute and shall be visible by the driver.



The extended width of application of the spray bar shall be 16 feet with provision for lesser width when necessary.

The distributor shall be provided with a full circulatory system that includes the spray bar.

The distributor shall be cleaned of foreign contaminants before it is used.

2.2 Broom: A mechanical type power broom shall be used for removing loose material from the surface to be treated. The broom shall be equipped with plastic bristles.

2.3 Rollers: A minimum of two oscillating-type pneumatic-tire rollers shall be required to roll aggregate after spreading. The pneumatic-tire rollers shall be self-propelled with smooth-tread pneumatic tires of equal size staggered on the axles at such spacing and overlaps as will provide uniform pressure to seat the cover aggregate into the bituminous material without fracturing the aggregate particles. The pneumatic-tire rollers shall weight from 5 to 8 tons, shall be operated at a speed not to exceed 5 mph, shall have a contact pressure of 60 psi to 80 psi and shall have a total compacting width of not less than 60 inches.

2.4 Aggregate Spreader: The aggregate spreader shall be a self-propelled mechanical spreader, equipped with a computer guided system and positive controls capable of uniformly distributing a 16 foot wide band of aggregate at a prescribed rate in a single-pass operation over the surface to be sealed. The operation of aggregate spreaders at speeds which cause aggregate to 'roll over' after striking the emulsion covered surface will not be permitted. Aggregate spreaders will not be operated on uncovered polymer modified emulsified asphalt. Spreaders shall be calibrated before operation on the project.

2.5 Hauling Equipment: Hauling equipment shall be operated in a prudent manner and at moderate speeds that will not damage the new chip seal or create a hazard to the traveling public. Trucks that transport aggregate shall be legally licensed, in good working condition, and be equipped with the safety devices required by the United States Department of Transportation. All trucks shall be attached to spreader by mechanical means to minimize spillage.

### **3. Construction Requirements**

3.1 Weather Limitations: Polymer modified emulsified asphalt shall not be applied when the pavement or air temperature is below 70°F, nor if the relative humidity is higher than 75%, nor if the wind velocity will prevent the uniform application of the bitumen or aggregate. The chip seal coat shall be applied when the pavement surface is dry, and when the weather is not foggy or rainy. The placing of polymer modified emulsified asphalt preservation chip seal coat will not be allowed before May 1 or after September 30.

3.2 Preparation of Surface: Immediately before applying the polymer modified emulsified asphalt, any loose material, grease, and other petroleum distillates, dirt, clay, or other objectionable organic or inorganic materials shall be removed from the surface to be sealed. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all objectionable material from the pavement surface. Material removed from the surface shall not be mixed with the cover aggregate. The surface should be clean and dry as approved by the Engineer.

3.2.1 The CONTRACTOR shall be responsible for furnishing and placing masking materials over all sewer, utility, and traffic control device covers and inlet grates located in the roadways to be treated. All such material shall be removed and disposed of after the surfacing material has cured.

3.3 Application of polymer modified emulsified asphalt: The polymer modified emulsified asphalt shall be applied by means of a pressure distributor in a slow, uniform, continuous spread, without missing or overlapping, at a truck speed consistent with the placement of the cover aggregate. Boone County would prefer for the roads to be treated full width, however if this is not possible, polymer modified emulsified asphalt shall be applied one-half the width of the surface at a time, with the center lap of the application placed at the lane line of the traveled way and kept as narrow as practicable. The other side of the roadbed shall be left open to traffic. Polymer modified emulsified asphalt shall not be applied at a greater distance than can be immediately covered by aggregate before the emulsion breaks or as approved by the Engineer.

3.3.1 The application rate of polymer modified emulsified asphalt for the chip seal shall be within the limits in Section 2. A minimum of 200 gallons of polymer modified emulsified asphalt shall remain in the distributor tank at all times except for the last shot on the project. The emulsion should be uniformly applied through the pressure distributor at a temperature specified by the Engineer between 150° F and 185° F. The temperature used for spraying at a given spray bar pressure should not be that which causes fogging when the asphalt material leaves the spray bar.

3.3.2 The angle of the spray nozzles and the height of the spray bar shall be set to provide a triple coverage fan pattern. The frame of the distributor shall be blocked or snubbed to the axle of the truck to maintain a constant spray bar height above the road surface during discharge of the load. An alternate method of maintaining constant spray bar height may be approved.

3.3.3 To ensure uniform application of the polymer modified emulsified asphalt at the beginning of each distributor load, a portion of the roadbed surface shall be covered with building paper. The area covered by the building paper shall be used at the starting point for each distributor load or each part of a load after a temporary delay. If the cut-off is not positive on the distributor, the use of paper shall be required at the end of each spread. For the next application, the leading edge of the paper is placed within 1/2" of the cut off line of the previously laid treatment. The paper shall be removed and disposed of in an approved manner. The distributor shall be moving forward at the proper application speed when the spray bar is opened. A hand spray shall be used apply emulsified asphalt necessary to touch up all spots missed by the distributor.

Any skipped areas or deficiencies shall be corrected. Junctions of spreads shall be carefully made to insure a smooth riding surface. The application of emulsified asphalt on adjacent Portland cement or asphaltic concrete pavements, curbs, bridges, or any areas not specified to be sealed shall be avoided. The CONTRACTOR shall immediately clean up any such spills to the satisfaction of the Engineer.

3.3.4 If the chip seal is to be constructed on a bituminous surface in which the binder material was other than asphalt cement, the placing chip seal coat will not be permitted until the underlying bituminous course has cured 15 to 30 days, as directed by the Engineer.

3.3.5 From 4 to 6 inches of the centerline edge of the initially treated lane shall be left uncovered with aggregate to allow for an overlap of asphalt binder when the remaining half of the surface is treated. The CONTRACTOR will be required to remove the excess material occurring as a result of dual application of product along construction seams.

#### **4. Application of Cover Aggregate**

4.1 In general, the cover aggregate shall be placed within 30 seconds following the application of the emulsified asphalt. Operations shall not proceed in such a manner that the emulsified asphalt will be allowed to chill, set up, dry or otherwise impair retention of the cover aggregate. The cover

aggregate shall be spread by means of a self-propelled mechanical spreader accurately measuring and uniformly spreading the aggregate.

4.2 The quantity of cover aggregate to be used per square yard shall be in accordance with Section 2 depending on the physical properties of the material used. The Engineer shall determine the exact rate. Aggregate shall be dry or surface damp (saturated surface dry – SSD) at the time of application. SSD shall be considered the condition when no visible film of water exists on the aggregate. The moisture content of the aggregate shall not exceed 2% by weight. The Engineer may require that the cover aggregate be moistened with water to enhance cohesive properties of the emulsified asphalt. Spreading shall be accomplished in a continuous manner, without stopping between trucks, and in such manner that the tires of the trucks or aggregate spreader at no time contact the uncovered and newly applied emulsified asphalt. All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered. Light hand brooming may be necessary to distribute excessive aggregate.

4.3 Rolling: Rolling shall begin immediately behind the spreader and shall consist of at least two complete coverages with the pneumatic-tire roller. Initial rolling shall consist of one complete coverage and shall begin immediately behind the spreader. Initial rolling shall be completed within 15 minutes of the time that the aggregate was spread. Asphaltic emulsion and aggregate shall not be spread more than 1,000 feet ahead of completion of initial rolling operations. The second roller shall be used for the second complete coverage to smooth and adequately seat the aggregate. All rolling shall be completed the same day as the cover aggregate is applied. Rolling shall proceed in a longitudinal direction, beginning at the outer edges of the treated surface and working toward the center. Each pass by the roller shall overlap the previous pass by one-half the width of the front wheels.

4.4 Brooming: The CONTRACTOR will be responsible for sweeping all loose aggregate after the embedded aggregate has set. Sweepings should be disposed of off-site, or in areas where the amount of sweepings will negatively affect drainage, mowing, or aesthetics of adjacent ditches and yards.

4.5 Corrections: Any skips or missed areas will be corrected by the contractor at no additional cost to the County. The County will notify the Contractor of these missed areas promptly completion of the planned work.

## **5. Traffic Control**

5.1 Traffic Control and Safety: No traffic shall be permitted on the seal coat until all rolling has been completed. The Contractor shall control traffic for at least two hours after the completion of rolling. The CONTRACTOR'S supply trucks shall observe these traffic controls.

5.2 The beginning and end of the work zones shall have the following signs posted: 'Flagger Ahead', 'Fresh Oil', and 'Road Construction Ahead'. All side streets shall have 'Road Construction Ahead' signs placed as directed by the Engineer and all signs shall conform to Section 1041 Construction Signs. All signs shall be installed on permanent holding frames, one foot above the ground and shall remain in place at each job site until all sweeping operations are complete. Signs shall be safely installed so not to block vehicle or pedestrian line of sight and shall be resistant to wind gusts.

5.3 In accordance with Section 616 flaggers equipped with 2-way hand-held radios shall assist traffic through the project in a manner that provides safety for the traveling public, workmen, and equipment while imposing minimal interruption of the work. When applying chip seal to arterial roads and intersection, lanes shall be coned off for safety and traffic control during daylight hours.

5.4 Safety precautions shall be used at all times during progress of the work. Workmen shall be equipped as required by the Manual on Uniform Traffic Control Devices.

## **6. Method of Measurement and Basis of Payment**

Preservation Chip Seal shall be measured and paid for by the square yard. Unless deviations from plans or errors are observed, planned quantities will be used and no actual measurement will be taken of completed work.

The amount of completed work as described above shall be paid for at the contract unit price bid per square yard. Prices shall be considered full compensation for furnishing all labor, equipment, materials, and insurance required for the project.

A copy of all tickets for material and oil shall be given to the County for proper accountability and billing procedures.

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## APPENDIX A

### STATE WAGE RATES

**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

**RECORDS:** The Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

**WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

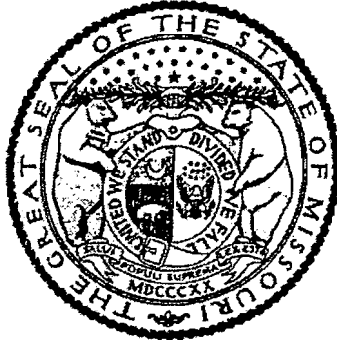
The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 20

Section 010  
**BOONE COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Robert A. Bedell, Acting Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 8, 2013

Last Date Objections May Be Filed: April 8, 2013

Prepared by Missouri Department of Labor and Industrial Relations



OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction) Lineman	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

\*\*Annual incremental increase



**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

**NO. 86:** Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**BOONE COUNTY  
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 21:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 44:** All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction\Lineman)	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 7:** Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**BOONE COUNTY  
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 19:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

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## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.



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## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**


The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

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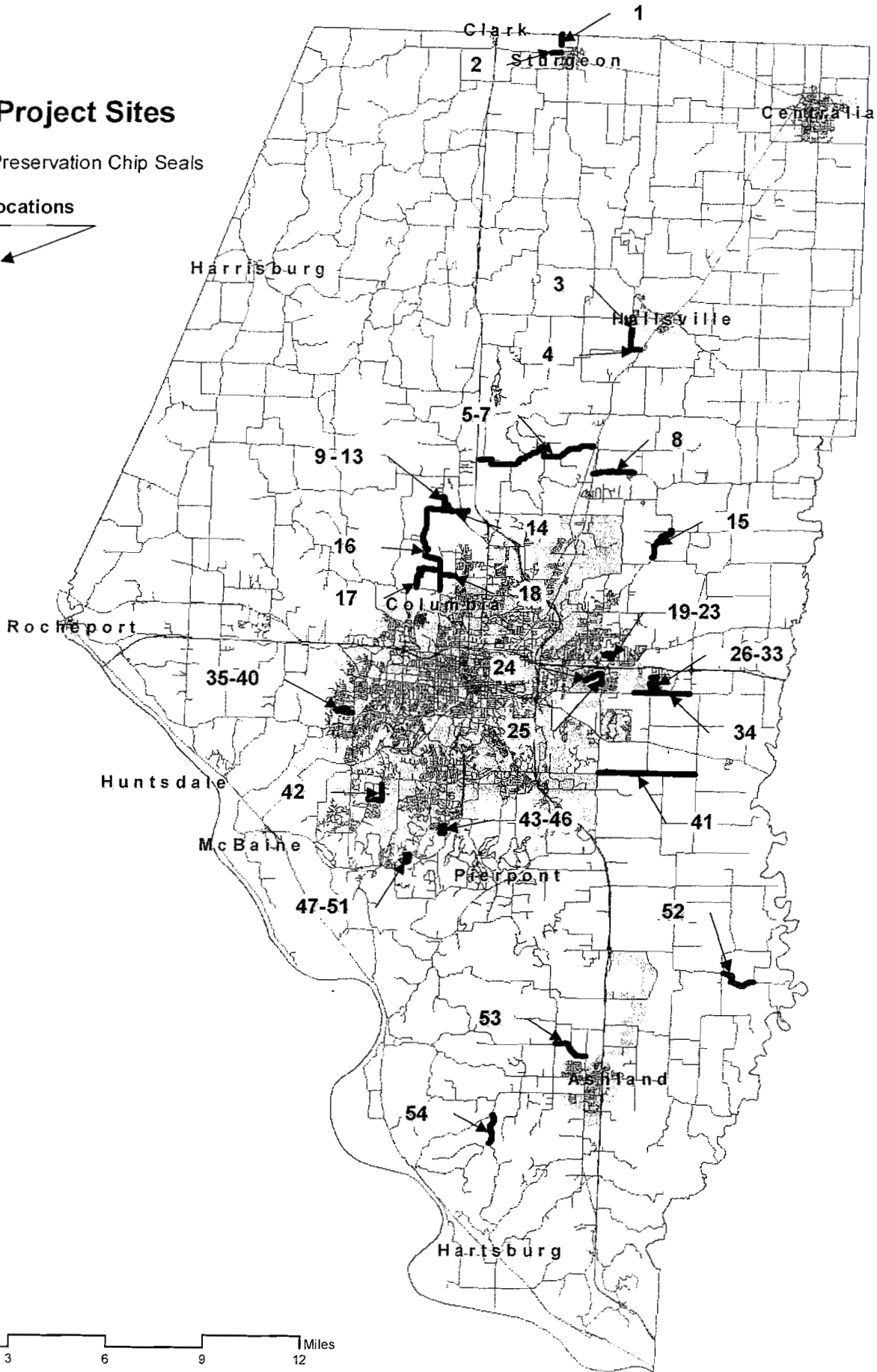


# Boone County 2014 Preservation Chip Seal

## 2014 Project Sites

 Preservation Chip Seals

Site # Locations



## 2014 Pavement Preservation Preservation Chip Seal Projects

Revised: 3-3-14

Site	Project	Description	Length (ft.)	Quantity (SY)
1	Fairgrounds Rd	Hwy 22 to End of Maintenance	1,741	4,253
2	Benson Rd	Fairgrounds Rd to EOP (Railroad Tracks)	1,532	3,864
3	Frink Rd	Hwy 124 to Kemper Rd	5,397	13,184
4	Kemper Rd	Rte B to EOP	1,721	4,278
5	McGee Rd	Boatman Hill Rd to Rte B	8,686	21,489
6	Boatman Hill Rd	Calvert Hill Rd to McGee Rd	1,451	3,692
7	Calvert Hill Rd	~600' E of Hwy 63 to Boatman Hill Rd	12,234	29,181
8	O'Rear Rd	N Brown Station Rd to EOP	6,760	14,914
9	Cunnigham Dr	Bon-Gor Lake Estates	405	851
10	Moberly Dr	Bon-Gor Lake Estates	2,619	7,387
11	Timothy Ct	Bon-Gor Lake Estates	313	1,307
12	Bon Gor Ct	Bon-Gor Lake Estates	234	783
13	Michael Ct	Bon-Gor Lake Estates	210	1,187
14	Mauler Rd	Creasy Springs Rd to ~1000' E of Hwy VV	6,794	17,074
15	Kircher Rd	Hwy PP to EOP	6,017	15,466
16	Creasy Springs Rd	Sunnyridge Ln to Mauler Rd	16,292	44,122
17	Roemer Rd	Obermiller Rd to Creasy Springs Rd	7,529	17,438
18	Brown School Rd	Creasy Springs Rd to Clearview Rd	2,541	6,162
19	Villa Dr.	Lakewood NID	208	647
20	Vail Ct.	Lakewood NID	238	928
21	Aspen Cir.	Lakewood NID	399	1,292
22	Pinehurst Ln.	Lakewood NID	1,299	3,005
23	Lakewood Dr.	Lakewood NID	824	2,857
24	St. Charles Rd 4	~140' E of Elderbrook Dr to Grace Ln	3,002	7,667
25	Grace Ln	St. Charles Rd to Olivia Ray Dr	1,731	4,494
26	Sunrise Ct	Sunrise Estates Sub	1,157	2,715
27	Southern Dr 2	Sunrise Estates Sub (W of Broadview Ct)	1,448	3,812
28	Sunny Side Ct	Sunrise Estates Sub	652	1,880
29	Stardust Ln	Sunrise Estates Sub	1,436	3,759
30	Rainbow Dr	Sunrise Estates Sub	1,383	3,434
31	Sunglow Ct	Sunrise Estates Sub	216	783
32	Moonglow Ln	Sunrise Estates Sub	162	407
33	Sunshine Dr	Sunrise Estates Sub	383	941
34	Richland Rd 1	East Portion	9,240	22,869
35	Millbrook Dr	Asphalt portion	1,254	4,576
36	Essex Ct	Entire Length	217	955
37	Millbrook Ct	Entire Length	192	860
38	West Lexington Cir	Millbrook Dr to Gerogetown Dr	460	1,308
39	Pickford Pl	Millbrook Dr to Gerogetown Dr	512	1,526
40	Georgetown Dr	Georgetown Sub (asphalt portion)	2,781	12,366
41	New Haven Rd	Rolling Hills Rd to Rangeline Rd	16,152	41,110
42	Old Mill Creek Rd	Old Field Rd to Hwy KK (bridge)	4,975	11,187
43	Bethel Ln	Walnut Brook Sub	1,128	2,652
44	Hilltop Dr 2	Walnut Brook Sub	624	1,410
45	Brookside Ln	Walnut Brook Sub	591	1,435
46	Waltz Dr	Entire Length	785	1,663
47	Vermillion Dr	Cedarbrook Sub	194	1,010
48	Amos Dr	Cedarbrook Sub	1,478	3,989
49	Brookhaven Dr	Cedarbrook Sub	492	1,576
50	Boris Dr	Cedarbrook Sub	957	2,826
51	Brookhaven Ct	Cedarbrook Sub	283	1,052
52	Englewood Rd	Rte H to EOP	6,404	16,737
53	Ciellie Harmon Rd	Hwy DD to Crump Ln	6,290	16,093
54	Cedar Tree Ln	Rte M to Jemerson Creek Rd	5,100	12,859
<b>Total</b>			<b>157,123</b>	<b>405,312</b>

Miles = 29.8

# JASON KANDER

MISSOURI  
SECRETARY  
OF STATE

Business  
Services



Elections  
& Voting



Investor Protection  
& Securities



State  
Library



Records  
& Archives



Administrative  
Rules



Publications  
& Forms



## FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 4/9/2014

### Business Name History

Name	Name Type
MISSOURI PETROLEUM PRODUCTS COMPANY LLC	Legal
MPPC, L.L.C.	Prev Legal

### Limited Liability Company - Domestic - Information

<b>Charter Number:</b>	LC0026778
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	3/25/1999
<b>State of Business:</b>	MO
<b>Expiration Date:</b>	Perpetual

### Registered Agent

<b>Agent Name:</b>	<u>Feldmann, Thomas F</u>
<b>Office Address:</b>	1620 Woodson Rd St. Louis MO 63114
<b>Mailing Address:</b>	

### Organizers

<b>Name:</b>	<b>JEFFREY H. PASS, ESQ.,</b>
<b>Address:</b>	911 WASHINGTON AVENUE ST. LOUIS MO 63101

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**Contact Us:**  
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 Jefferson City, MO 65101  
 Main Office: (573) 751-4936  
 Info@sos.mo.gov  
 Branch Offices

### Search Results

**Current Search Terms: missouri\* petroleum\* products\* company\* LLC\***

**Notice:** This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.  
**No records found for current search.**

#### Glossary

##### Search Results

Entity

Exclusion

##### Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1624.20140326-1657

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



**PERFORMANCE BOND**

Bond No. 674022811

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Missouri Petroleum Products Company LLC, 1620 Woodson Road, St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company, 175 Berkeley Street,  
Boston, MA 02116 (617) 357-9500

a Corporation, organized under the laws of the State of Massachusetts  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held  
and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the  
amount of Seven Hundred Twenty Six Thousand, Seven Hundred Eighty One and 92/100 (\$726,781.92) Dollars,  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns jointly and severally, firmly by these presents:

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

**BID NUMBER 12-27MAR14  
PRESERVATION CHIP SEAL PAVEMENT PRESERVATION 2014  
BOONE COUNTY, MISSOURI**

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

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

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

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

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and  
conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a  
Contract between such bidder and Owner, and make available as work progresses (even though there  
should be a default of a succession of defaults under the Contract or Contracts of completion arranged  
under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price,  
but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the  
amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this



paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

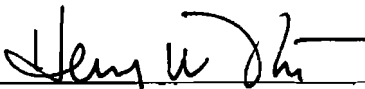
Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, Missouri / Kansas City, Missouri \_\_\_\_\_, on this 18<sup>th</sup> day of April, 2014.

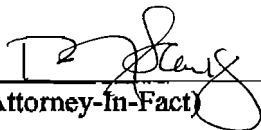
Missouri Petroleum Products Company LLC  
(Contractor)

(SEAL)

BY: 

Liberty Mutual Insurance Company  
(Surety Company)

(SEAL)

BY:   
(Attorney-In-Fact)  
Debra J. Scarborough

BY:   
(Missouri Representative)  
Debra J. Scarborough

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

Surety Contact Name: Brian Gunsallus

Phone Number: (913) 319-7014

Address: 8700 Indian Creek Parkway, Suite 350  
Overland Park, KS 66210

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

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

Certificate No. 6479097

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charissa D. Lecuyer; Charles R. Teter, III; Christy M. McCart; Claudia Mandato; David M. Lockton; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Kathy L. Fagan; Larissa Smith; Laura M. Buhrmester; Mary T. Flanigan; Patrick T. Pribyl; Rebecca S. Gross; Ronald J. Lockton; Wendy A. Casey

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2014.



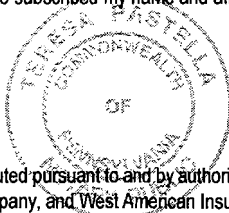
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Meeting, Montgomery County  
My Commission Expires March 23, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

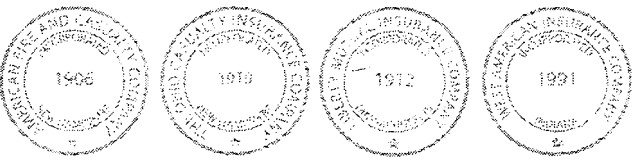
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Missouri Petroleum Products Company LLC  
1620 Woodson Road, St. Louis, MO 63114,  
as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company, 175 Berkeley Street,  
Boston, MA 02116 (617) 357-9500

a corporation organized under the laws of the State of Massachusetts, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and  
firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and  
benefit of claimants as herein below defined, in the amount of

Seven Hundred Twenty Six Thousand, Seven Hundred Eighty One and 92/100 DOLLARS

(\$ 726,781.92), for the payment whereof Contractor and Surety bind themselves, their heirs,  
executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

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

**BID NUMBER 12-27MAR14  
PRESERVATION CHIP SEAL PAVEMENT PRESERVATION 2014  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of  
the Contractor for labor, material, or both, used or reasonably required for use in the performance of  
the Contract; labor and material being construed to include the part of water, gas, power, light, heat,  
oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every  
claimant as herein defined, who has not been paid in full before the expiration of a period of ninety  
(90) days after the date on which the last of such claimant's work or labor was done or performed, or  
materials were furnished by such claimant, may sue on this bond for the use of such claimant,  
prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have  
execution thereon. The owner shall not be liable for the payment of any costs or expenses of any  
such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

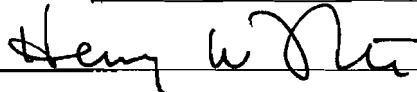
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

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

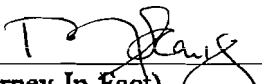
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, Missouri / Kansas City, Missouri on this 18<sup>th</sup> day of April 2014.

CONTRACTOR Missouri Petroleum Products Company LLC (SEAL)

BY: 

SURETY COMPANY Liberty Mutual Insurance Company

BY:   
(Attorney-In-Fact)  
Debra J. Scarborough

BY:   
(Missouri Representative) Debra J. Scarborough

Surety Contact: Brian Gunsallus  
Phone Number: (913) 319-7014  
Address: 8700 Indian Creek Parkway, Suite 350  
Overland Park, KS 66210

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

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

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

Certificate No. 6479096

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

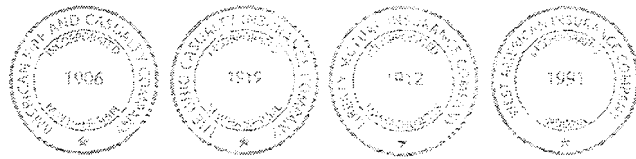
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Charissa D. Lecuyer; Charles R. Teter, III; Christy M. McCart; Claudia Mandato; David M. Lockton; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Kathy L. Fagan; Larissa Smith; Laura M. Buhrmester; Mary T. Flanigan; Patrick T. Pribyl; Rebecca S. Gross; Ronald J. Lockton; Wendy A. Casey

all of the city of Kansas City, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of March, 2014.



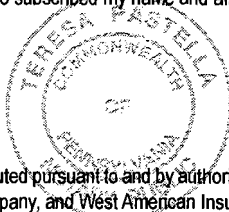
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

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

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 6th day of March, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

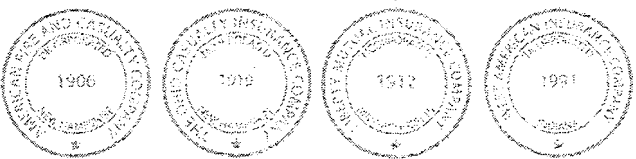
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

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

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

203 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

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

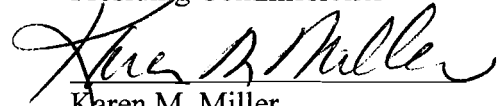
Now on this day the County Commission of the County of Boone does hereby approve Contract Amendment Number One to 42-05NOV13 relating to Consulting Services for the Children's Services Board.

The terms of this amendment are stipulated in the attached Contract Amendment Number One. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One.

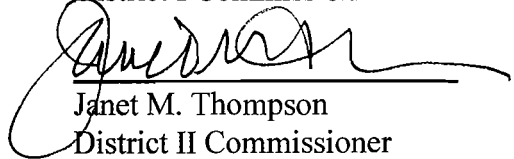
Done this 29th day of April, 2014.



Daniel K. Atwill  
Presiding Commissioner

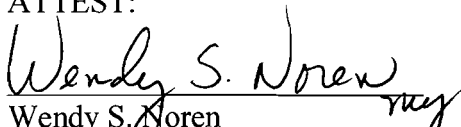


Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

ATTEST:

  
Wendy S. Noren  
Clerk of the County Commission

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



613 E. Ash St., Room 110  
Columbia, MO 65201  
Phone: (573) 886-4391  
Fax: (573) 886-4390

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## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPB  
DATE: January 4, 2011  
RE: Amendment Number One – 42-05NOV13 – Consulting Services for the Children’s Services Board

Contract *42-05NOV13 – Consulting Services for the Children’s Services Board* was approved by commission for award to the University of Missouri on January 23, 2014, commission order 26-2014. This amendment extends the date the final report is due to July 10, 2014 from May 31, 2014 due to a delayed start date.

cc: Kelly Wallis, Children’s Services  
Bid File


**CONTRACT AMENDMENT NUMBER ONE  
AGREEMENT FOR  
CONSULTING SERVICES FOR THE CHILDREN'S SERVICES BOARD**

The Agreement 42-05NOV13 dated January 23, 2014 made by and between Boone County, Missouri and **University of Missouri, d/b/a Institute of Public Policy, Harry S. Truman School of Public Affairs**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

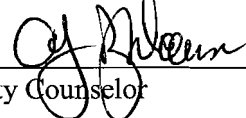
1. **Change paragraph 2. Purchase, last sentence to read:** Final report shall be delivered to the Children's Services Board by **July 10, 2014**.
2. **Change paragraph 3. Contract Duration, first sentence to read:** This agreement shall commence on January 23, 2014 and extend through **July 10, 2014** subject to the provisions for termination specified below. Contract will automatically renew annually for the *Additional Consulting Service* portion of the contract for an additional two (2) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
3. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement and Amendment Number One shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

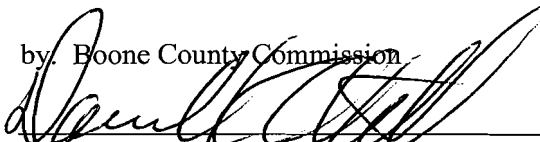
**THE CURATORS OF THE  
UNIVERSITY OF MISSOURI**

by   
**Jeremy Cox, MBA**  
title Sponsored Programs Administration  
Authorized Official  
University of Missouri

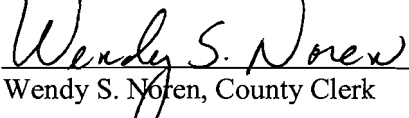
APPROVED AS TO FORM:

  
County Counselor

**BOONE COUNTY, MISSOURI**

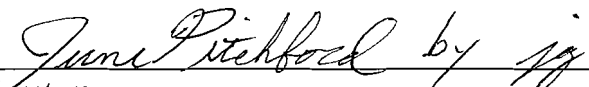
by Boone County Commission  
  
Daniel K. Atwill, Presiding Commissioner

ATTEST:

  
Wendy S. Noren, County Clerk *ny*

**AUDITOR CERTIFICATION**

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

 by *ij* 04/23/2014 <sup>2160/71101/shall not exceed \$20,000</sup>  
Signature Date Appropriation Account



204 -2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the following budget revision to appropriate funds for pending Federal Litigation.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1123	86800	Emergency & Contingency	Emergency	100,000	
1126	71105	County Counselor	Legal Services		100,000
				100,000	100,000

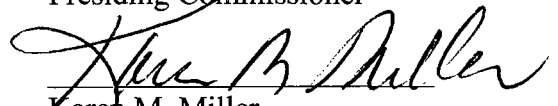
Done this 29th day of April, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# BOONE COUNTY, MISSOURI REQUEST FOR BUDGET REVISION

4/10/14

EFFECTIVE DATE

FOR AUDITORS USE

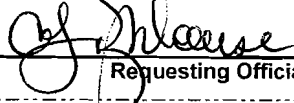
(Use whole \$ amounts)  
Transfer From    Transfer To  
Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
1123	86800	Emergency & Contingency	Emergency	100,000	
1126	71105	County Counselor	Legal Services		100,000
				<u>100,000</u>	<u>100,000</u>

Describe the circumstances requiring this Budget Revision. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Pending Federal Litigation

Do you anticipate that this Budget Revision will provide sufficient funds to compete the year? YES or NO  
If not, please explain (use an attachment if necessary):

  
\_\_\_\_\_  
Requesting Official

-----  
**TO BE COMPLETED BY AUDITOR'S OFFICE**

- A schedule of previously processed Budget Revisions/Amendments is attached
- Unencumbered funds are available for this budget revision.
- Comments:

 Auditor's Office

 PRESIDING COMMISSIONER

 DISTRICT I COMMISSIONER

 DISTRICT II COMMISSIONER



**From:** June Pitchford  
**To:** Dykhouse, CJ  
**CC:** Matney, Hilary; Kanago, Meta  
**Date:** 4/10/2014 11:49 PM  
**Subject:** Re: Ferguson -- Budget Revision from Emergency

CJ,

We will need your office to prepare a Budget Revision request form to transfer \$\$ from the Emergency appropriation (1123-86800) to the appropriate account within your departmental budget. As supporting documentation for the Budget Revision, you can attach this e-mail along with anything else that you deem relevant. (In general, we are looking for documentation that establishes the need and justifies the amount.) As you and I have discussed, an initial transfer of \$100,000 will provide funding for immediate legal services with the possible need for additional budget revisions from Emergency later this year (FY 2014) and/or additional funding by way of a budget item within your FY 2015 budget request. Administrative responsibility and oversight for these legal services will be handled by you.

A Budget Revision from emergency requires unanimous approval by the County Commission (per statute); however, because this is not a budget amendment, the statutory 10-day period and public hearing is not applicable. Therefore, it can be handled by way of the Commission's preferred "local" policy which consists of a 1st and 2nd reading.

Note: to the extent that new vendors are being used, I recommend that Deb contact Meta so that the process for establishing a new vendor can get underway as soon as possible. Otherwise, that process won't be launched until Deb tries to prepare a Pay Request and is unable to do so because the vendor record has not yet been established.

I hope this helps. Please let me know if you have any questions. Thanks.

June

>>> CJ Dykhouse 04/10/14 9:15 AM >>>  
June,

Good morning.

I'm starting to receive invoices on the Ferguson matter and wanted to visit with you about how best to proceed with the budget amendment we discussed for \$100,000.00 from emergency funds to Department 1126, Account 71105.

I am scheduled to have the Commission first read the authorization Commission Orders today.

If you would please give me some direction on how best to proceed with the budget amendment process, I'd appreciate it. Thank you, June!

CJ

CJ Dykhouse  
County Counselor  
Boone County, Missouri  
801 E. Walnut, Ste. 211  
Columbia, Missouri 65201  
573-886-4414

PRIVILEGED AND CONFIDENTIAL

This e-mail contains CONFIDENTIAL INFORMATION which may also be LEGALLY PRIVILEGED and which is intended only for the use of the individual or entity named above. If the reader of this e-mail is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby on notice that you are in possession of confidential and privileged information. Any dissemination, distribution or copying of this e-mail is strictly prohibited and may be unlawful.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
 County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby acknowledge the following budget amendment for Facilities Maintenance to establish a budget for Phase I architectural services related to the County Security System Master Plan.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
6200	71101	Capital R & R	Professional Services		15,960

Done this 29th of April, 2014.

ATTEST:

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

*Daniel K. Atwill*

Daniel K. Atwill  
 Presiding Commissioner

*Karen M. Miller*

Karen M. Miller  
 District I Commissioner

*Janet M. Thompson*

Janet M. Thompson  
 District II Commissioner

To: County Clerk's Office  
 Comm Order # 205-2014  
 Please return purchase req with  
 back-up to Auditor's Office.

## BOONE COUNTY, MISSOURI REQUEST FOR BUDGET AMENDMENT

4/2/14  
**EFFECTIVE DATE**

**FOR AUDITORS USE**  
 (Use whole \$ amounts)  
 Transfer From    Transfer To  
 Decrease        Increase

Dept	Account	Fund/Dept Name	Account Name	Transfer From Decrease	Transfer To Increase
6200	71101	Capital R & R	Professional Services		15,960
				-	<b>15,960</b>

Describe the circumstances requiring this Budget Amendment. Please address any budgetary impact for the remainder of this year and subsequent years. (Use an attachment if necessary):

Establish budget for Phase I architectural services related to the County Security System Master Plan.

*R. Daudon*  
 \_\_\_\_\_  
**Requesting Official**

**TO BE COMPLETED BY AUDITOR'S OFFICE**

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

*Agenda*

*cg*  
 \_\_\_\_\_  
 Auditor's Office

*[Signature]*  
 \_\_\_\_\_  
 PRESIDING COMMISSIONER

*[Signature]*  
 \_\_\_\_\_  
 DISTRICT I COMMISSIONER

*[Signature]*  
 \_\_\_\_\_  
 DISTRICT II COMMISSIONER

**BUDGET AMENDMENT PROCEDURES**

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

APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES

Effective the \_\_\_ day of \_\_\_\_\_, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

Consultant Name: Architects Design Group, L.P. (ADG)

Project/Work Description: Phase I services for County Security System Master Plan.

Proposal Description: ADG will provide the services directly and through its subcontractor, TLC, as outlined in the proposal dated February 18, 2014, and signed by Kevin Ratigan.

Modifications to Proposal: Fees and expenses shall not exceed \$15,960.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ADG

By [Signature]  
Title Sr. Vice President

Dated: March 26, 2014

BOONE COUNTY, MISSOURI

By \_\_\_\_\_  
Presiding Commissioner

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

\_\_\_\_\_  
County Clerk

Certification:

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

\_\_\_\_\_  
Auditor Date





**Architects Design Group**  
Inc. AAC001197 LLC: AA26002047

**Architects and Planners**  
I.S.K. Reeves V, F.A.I.A.  
Chief Executive Officer  
Ian Reeves, A.I.A.  
President  
Kevin Ratigan, A.I.A., LEED AP  
Senior Vice President

Mailing Address:  
P.O. Box 1210  
Winter Park, Florida 32790  
Street Address:  
333 North Knowles Avenue  
Winter Park, Florida 32789

Tel. 407/647-1706  
Fax 407/645-5525  
email: adg@adgusa.org  
www.adgusa.org

February 18, 2014

**Ms. Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**  
**Boone County Purchasing**  
Annex Building  
613 Ash St. Room 110  
Columbia, MO 65201

**Professional Services Proposal - County Security System Master Plan**  
**ADG Project No. 916-13/1.21**

Dear Ms. Bobbitt:

Architects Design Group, Inc. (ADG) respectfully submits for your review this Professional Fee Proposal for additional design services for a County-wide Facilities Security System Master Plan to be prepared by the TLC Engineering for Architecture; ADG's Technology Engineering consultant for the project. The design services will provide the County a two-phase planning project culminating preparation of a Request for Proposal (RFP) document that the County will use to solicit submittals from qualified contractors for implementation of the Security System. Additionally TLC has offered to assist the County with Construction Observation of contractor's implementation.

TLC has proposed to prepare the work in a two-phase approach. You will note in reviewing TLC's proposal that Phase 2 Construction Documents is TBD (to be determined), based on conclusions of the Phase 1 task. We therefore recommend that the County authorize only Phase 1 at this time. The Professional Fee proposed to provide the Phase 1 work is as follows:

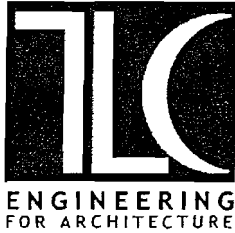
- TLC Engineering for Architecture.....\$11,600.00  
(Lump Sum Fee)
- Architects Design Group.....\$ 1,160.00  
(Lump sum Fee)
- Reimbursable Expenses (Allowance).....\$ 3,200.00
- Total (not-to-exceed) Phase 1.....\$15,960.00

Should you have any questions regarding this proposal, feel free to contact me at your earliest convenience. Thank you for your attention to this matter.

Sincerely,

Kevin Ratigan, AIA, LEED AP  
Senior Vice President

W/ Attachment – TLC Proposal February 13, 2014



February 13, 2014

Kevin Ratigan, AIA  
Architects Design Group (ADG)  
333 N. Knowles Avenue  
Winter Park, FL 32789

**RE: Boone County, Missouri  
County Security System Masterplan  
Professional Engineering Services Proposal**

Dear Kevin:

TLC Engineering for Architecture is delighted to submit the following fee proposal to provide Security master planning and facilities assessment for all Boone County facilities currently having access control and CCTV coverage. We look forward to and appreciate the opportunity to work with you and your team on this project.

#### **PROJECT SCOPE**

We understand the project is multi-phased with the first phase being the gathering and analysis of all security hardware at the County's designated facilities and contracts with the County's security integrator and maintenance provider. The objective of this phase will be to analyze the systems, functionality and contractual obligations of each building. Once the information gathering is completed, TLC will provide recommendations on migration options unto a common non proprietary platform.

As part of Phase 1, TLC will provide a budget estimate for each of the buildings for the County's consideration as to the priority of migration.

Phase 2 of the project will consist of signed and sealed construction documents and specifications for each of the buildings. TLC can provide construction observation of work for the migration associated with each building if the County desires.

As a part of Phase 2, TLC will assist the County's purchasing staff in the preparation of a RFP and selection recommendations for the integrator and systems.

TLC has already provided the County with a matrix for security assessment of each building. The option exists for TLC to provide this discovery for each of the buildings or the County may elect to compile this discovery information for each of the buildings using their own staff. During our initial meeting it was the consensus that the County staff would compile the information and return each of the building's matrix sheets to TLC within two weeks



**INFORMATION TO BE FURNISHED BY THE ARCHITECT (PHASE 2 SCOPE)**

In addition to Architect's Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

**ADDITIONAL SERVICES**

Additional services, when requested in writing by the Architect, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2007 Edition – Standard Form of Agreement Between Owner and Architect, Article 4.

**FEE**

We propose to provide the above-described scope of services for a lump sum fee by phase as follows:

Phase 1

- 1. Analysis of building information and migration recommendation \$6,600
- 2. Budgeting of migration for each building \$5,000

Phase 2

- 1. Signed & sealed construction documents & specifications TBD by building quantity
- 2. Preparation of a RFP for County buildings \$4,200
- 3. Construction observation of work TBD by building quantity

Reimbursable expenses shall be at a 1.0 times actual cost and the estimate for each phase will be negotiated and approved prior to the final contract. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within 15 days of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC Engineering for Architecture at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee, and represents that approval has been received by your firm from the client.

We look forward to the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING FOR ARCHITECTURE, INC.

ARCHITECTS DESIGN GROUP

By:

Dick Powell, RCDD  
Associate/Project Manager

\_\_\_\_\_  
Print Name and Title

Thomas L. Munson, RCDD  
Principal/Division Director  
Communications, Technology & Security

\_\_\_\_\_  
Date

## ATTACHMENT A

### INFORMATION TO BE FURNISHED BY THE ARCHITECT FOR PHASE 2 SCOPE

1. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is Revit 2014).
2. Reliable existing facility construction design drawings where work will coordinate with existing buildings or design standards are referred to those buildings.
3. Owner design guidelines, references, vendor purchasing or equipment standards.



**ATTACHMENT B**  
**BILLING RATE SCHEDULE**

**TLC Engineering for Architecture, Inc. (TLC)**

<u>BILLING FACTOR</u>	<u>DESIGNATION</u>	<u>8/1/13 - 7/31/14 BILLING RATES</u>
6	Director	\$ 195
5	Senior Engineer, Manager	165
4	Project Engineer, Manager	135
3	Engineer, Specialist	105
2	Graduate Engineer, Designer, Administrative Secretary	85
1	Technician, Secretary, Intern, Clerical	65

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate

Rev. 8/1/13

## ATTACHMENT C

### ADDITIONAL SERVICES

1. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
2. Currently unidentified specialty electrical, lighting or communication systems.
3. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
4. Modifications to IT system to accommodate security systems migration beyond the existing infrastructure
5. Commissioning of building security systems
6. Infrastructure upgrades related to code compliance or equipment condition issues, MEP/CT System capacity beyond that necessary to serve the security system changes and work beyond the project scope area or not defined in the RFP.
7. Construction Administration services (Phase 2 work).

# Fund Statement - Capital Repair and Replacement Fund 620 (Internal Service Fund)

	2012 Actual	2013 Budget	2013 Estimated	2014 Budget
<b>FINANCIAL SOURCES:</b>				
<b>Revenues</b>				
Property Taxes	\$ -	-	-	-
Assessments	-	-	-	-
Sales Taxes	-	-	-	-
Franchise Taxes	-	-	-	-
Licenses and Permits	-	-	-	-
Intergovernmental	-	-	-	-
Charges for Services	234,623	248,474	248,474	248,474
Fines and Forfeitures	-	-	-	-
Interest	5,669	4,375	2,215	4,375
Hospital Lease	-	-	-	-
Other	15	-	-	-
<b>Total Revenues</b>	<b>240,307</b>	<b>252,849</b>	<b>250,689</b>	<b>252,849</b>
<b>Other Financing Sources</b>				
Transfer In from other funds	-	-	-	-
Proceeds of Long-Term Debt	-	-	-	-
Other (Sale of Capital Assets, Insurance Proceeds, etc)	-	-	-	-
<b>Total Other Financing Sources</b>	-	-	-	-
<b>Fund Balance Used for Operations</b>	<b>213,680</b>	<b>3,351</b>	-	-
<b>TOTAL FINANCIAL SOURCES</b>	<b>\$ 453,987</b>	<b>256,200</b>	<b>250,689</b>	<b>252,849</b>
 <b>FINANCIAL USES:</b>				
<b>Expenditures</b>				
Personal Services	\$ -	-	-	-
Materials & Supplies	-	-	-	-
Dues Travel & Training	-	-	-	-
Utilities	-	-	-	-
Vehicle Expense	-	-	-	-
Equip & Bldg Maintenance	258,356	256,200	144,430	-
Contractual Services	20,900	-	6,965	15,960
Debt Service (Principal and Interest)	-	-	-	-
Emergency	-	-	-	-
Other	-	-	(10,394)	-
Fixed Asset Additions	174,731	-	-	-
<b>Total Expenditures</b>	<b>453,987</b>	<b>256,200</b>	<b>141,001</b>	<b>15,960</b>
<b>Other Financing Uses</b>				
Transfer Out to other funds	-	-	-	-
Early Retirement of Long-Term Debt	-	-	-	-
<b>Total Other Financing Uses</b>	-	-	-	-
<b>TOTAL FINANCIAL USES</b>	<b>\$ 453,987</b>	<b>256,200</b>	<b>141,001</b>	<b>15,960</b>
 <b>FUND BALANCE:</b>				
<b>FUND BALANCE (GAAP), beginning of year</b>	\$ 1,108,091	894,411	894,411	1,004,099
Less encumbrances, beginning of year	-	-	-	-
Add encumbrances, end of year	-	-	-	-
Proprietary adjustment to full accrual	-	-	-	-
Fund Balance Increase (Decrease) resulting from operations	(213,680)	(3,351)	109,688	236,889
<b>FUND BALANCE (GAAP), end of year</b>	<b>894,411</b>	<b>891,060</b>	<b>1,004,099</b>	<b>1,240,988</b>
<b>Less: FUND BALANCE UNAVAILABLE FOR APPROPRIATION, end of year</b>	\$ -	\$ -	\$ -	\$ -
<b>NET FUND BALANCE, end of year</b>	<b>\$ 894,411</b>	<b>891,060</b>	<b>1,004,099</b>	<b>1,240,988</b>

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20<sup>14</sup>

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Consultant Services Agreement with Architects Design Group for services relating to Phase I of the County Security System Master Plan.

Done this 29<sup>th</sup> day of April, 2014.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner



**APPROVAL OF PROPOSAL FOR CONSULTANT SERVICES**

Effective the 29<sup>th</sup> day of April, 2014, Boone County, Missouri, a political subdivision of the State of Missouri through its County Commission (herein "Owner") hereby approves and authorizes professional services by the Consultant referred to below for the services specified herein.

**Consultant Name:** Architects Design Group, . (ADG)

**Project/Work Description:** Phase I services for County Security System Master Plan.

**Proposal Description:** ADG will provide the services directly and through its subcontractor, TLC, as outlined in the proposal dated February 18, 2014, and signed by Kevin Ratigan.

**Modifications to Proposal:** Fees and expenses shall not exceed \$15,960.00 without prior written approval of Owner.

This form agreement and any attachments to it shall be considered the approved proposal; signature by all parties below constitutes a contract for services in accordance with the above described proposal and any approved modifications to the proposal, both of which shall be in accordance with the terms and conditions of the General Consultant Services Agreement signed by the Consultant and Owner for the current calendar year on file with the Boone County Resource Management Department, which is hereby incorporated by reference. Performance of Consultant's services and compensation for services shall be in accordance with the approved proposal and any approved modifications to it and shall be subject to and consistent with the General Consultant Services Agreement for the current calendar year. In the event of any conflict in interpretation between the proposal approved herein and the General Consultant Services Agreement, or the inclusion of additional terms in the Consultant's proposal not found in the General Consultant Services Agreement, the terms and conditions of the General Consultant Services Agreement shall control unless the proposal approved herein specifically identifies a term or condition of the General Consultant Services Agreement that shall not be applicable or this Approval of Proposal indicates agreement with a specific term or terms of Consultant's proposal not found in the General Consultant Services Agreement.

ADG

By

[Signature]  
Title Sr. Vice President

Dated: March 26, 2014

BOONE COUNTY, MISSOURI

By

[Signature]  
Presiding Commissioner

Dated: 4-29-14

APPROVED AS TO FORM:

[Signature]  
County Attorney

ATTEST:

[Signature]  
County Clerk

**Certification:**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriations sufficient to pay the costs arising from this contract.

[Signature] 4/30/14 6200-71101  
Auditor Date



**Architects and Planners**  
I.S.K. Reeves V, F.A.I.A.  
Chief Executive Officer  
Ian Reeves, A.I.A.  
President  
Kevin Ratigan, A.I.A., LEED AP  
Senior Vice President

Mailing Address:  
P.O. Box 1210  
Winter Park, Florida 32790  
Street Address:  
333 North Knowles Avenue  
Winter Park, Florida 32789

Tel. 407/647-1706  
Fax 407/646-5525  
email. adg@adgusa.org  
www.adgusa.org

February 18, 2014

**Ms. Melinda Bobbitt, CPPO, CPPB**  
**Director of Purchasing**  
**Boone County Purchasing**  
Annex Building  
613 Ash St. Room 110  
Columbia, MO 65201

**Professional Services Proposal - County Security System Master Plan**  
**ADG Project No. 916-13/1.21**

Dear Ms. Bobbitt:

Architects Design Group, Inc. (ADG) respectfully submits for your review this Professional Fee Proposal for additional design services for a County-wide Facilities Security System Master Plan to be prepared by the TLC Engineering for Architecture; ADG's Technology Engineering consultant for the project. The design services will provide the County a two-phase planning project culminating preparation of a Request for Proposal (RFP) document that the County will use to solicit submittals from qualified contractors for implementation of the Security System. Additionally TLC has offered to assist the County with Construction Observation of contractor's implementation.

TLC has proposed to prepare the work in a two-phase approach. You will note in reviewing TLC's proposal that Phase 2 Construction Documents is TBD (to be determined), based on conclusions of the Phase 1 task. We therefore recommend that the County authorize only Phase 1 at this time. The Professional Fee proposed to provide the Phase 1 work is as follows:

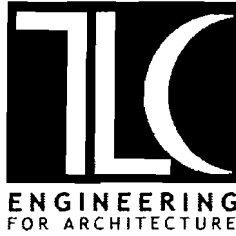
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(Lump Sum Fee)
- Architects Design Group.....\$ 1,160.00  
(Lump sum Fee)
- Reimbursable Expenses (Allowance).....\$ 3,200.00
- Total (not-to-exceed) Phase 1.....\$15,960.00

Should you have any questions regarding this proposal, feel free to contact me at your earliest convenience. Thank you for your attention to this matter.

Sincerely,

Kevin Ratigan, AIA, LEED AP  
Senior Vice President

W/ Attachment – TLC Proposal February 13, 2014



February 13, 2014

Kevin Ratigan, AIA  
Architects Design Group (ADG)  
333 N. Knowles Avenue  
Winter Park, FL 32789

**RE: Boone County, Missouri  
County Security System Masterplan  
Professional Engineering Services Proposal**

Dear Kevin:

TLC Engineering for Architecture is delighted to submit the following fee proposal to provide Security master planning and facilities assessment for all Boone County facilities currently having access control and CCTV coverage. We look forward to and appreciate the opportunity to work with you and your team on this project.

#### **PROJECT SCOPE**

We understand the project is multi-phased with the first phase being the gathering and analysis of all security hardware at the County's designated facilities and contracts with the County's security integrator and maintenance provider. The objective of this phase will be to analyze the systems, functionality and contractual obligations of each building. Once the information gathering is completed, TLC will provide recommendations on migration options unto a common non proprietary platform.

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Phase 2 of the project will consist of signed and sealed construction documents and specifications for each of the buildings. TLC can provide construction observation of work for the migration associated with each building if the County desires.

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TLC has already provided the County with a matrix for security assessment of each building. The option exists for TLC to provide this discovery for each of the buildings or the County may elect to compile this discovery information for each of the buildings using their own staff. During our initial meeting it was the consensus that the County staff would compile the information and return each of the building's matrix sheets to TLC within two weeks



**INFORMATION TO BE FURNISHED BY THE ARCHITECT (PHASE 2 SCOPE)**

In addition to Architect's Responsibilities defined in AIA Document C401 – 2007 Edition – Standard Form of Agreement Between Architect and Consultant, Article 5, specific information and material that impacts the design shall be provided to TLC as shown in ATTACHMENT A.

**ADDITIONAL SERVICES**

Additional services, when requested in writing by the Architect, shall be performed for additional compensation. Additional Services are as defined in AIA Document B101– 2007 Edition – Standard Form of Agreement Between Owner and Architect, Article 4.

**FEE**

We propose to provide the above-described scope of services for a lump sum fee by phase as follows:

Phase 1

- 1. Analysis of building information and migration recommendation \$6,600
- 2. Budgeting of migration for each building \$5,000

Phase 2

- 1. Signed & sealed construction documents & specifications TBD by building quantity
- 2. Preparation of a RFP for County buildings \$4,200
- 3. Construction observation of work TBD by building quantity

Reimbursable expenses shall be at a 1.0 times actual cost and the estimate for each phase will be negotiated and approved prior to the final contract. Billing will be monthly, based upon percentage of services completed and reimbursable expenses. Payment is due within 15 days of receipt of payment from client.

If our proposal is acceptable, your signature below will confirm our authorization to proceed. Retain one copy and return one copy to TLC Engineering for Architecture at the address on page 1 of this proposal. This authorization constitutes your commitment to pay the fee, and represents that approval has been received by your firm from the client.

We look forward to the opportunity to assist your team for this and future projects. Please give me a call with any questions or comments.

Yours truly,

TLC ENGINEERING FOR ARCHITECTURE, INC.

ARCHITECTS DESIGN GROUP

By:

Dick Powell, RCDD  
Associate/Project Manager

\_\_\_\_\_  
Print Name and Title

Thomas L. Munson, RCDD  
Principal/Division Director  
Communications, Technology & Security

\_\_\_\_\_  
Date

## ATTACHMENT A

### INFORMATION TO BE FURNISHED BY THE ARCHITECT FOR PHASE 2 SCOPE

1. Updated, CAD-generated pre-bordered base sheets, site plans, life safety plans, reflected ceiling plans and architectural floor plan backgrounds, complete with room names, numbers and rated or special wall construction, will be provided by the Architect during the course of the design (TLC standard is Revit 2014).
2. Reliable existing facility construction design drawings where work will coordinate with existing buildings or design standards are referred to those buildings.
3. Owner design guidelines, references, vendor purchasing or equipment standards.



**ATTACHMENT B**  
**BILLING RATE SCHEDULE**

**TLC Engineering for Architecture, Inc. (TLC)**

<u>BILLING FACTOR</u>	<u>DESIGNATION</u>	<u>8/1/13 - 7/31/14 BILLING RATES</u>
6	Director	\$ 195
5	Senior Engineer, Manager	165
4	Project Engineer, Manager	135
3	Engineer, Specialist	105
2	Graduate Engineer, Designer, Administrative Secretary	85
1	Technician, Secretary, Intern, Clerical	65

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate

Rev. 8/1/13

## ATTACHMENT C

### ADDITIONAL SERVICES

1. Value Engineering meetings and subsequent engineering or design revisions to incorporate extensive accepted value engineering items, including changes to system design after construction documents have been completed.
2. Currently unidentified specialty electrical, lighting or communication systems.
3. Document reproduction beyond those required for in-house coordination and submittals as outlined above.
4. Modifications to IT system to accommodate security systems migration beyond the existing infrastructure
5. Commissioning of building security systems
6. Infrastructure upgrades related to code compliance or equipment condition issues, MEP/CT System capacity beyond that necessary to serve the security system changes and work beyond the project scope area or not defined in the RFP.
7. Construction Administration services (Phase 2 work).





207-2014

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI }  
County of Boone } ea.

April Session of the April Adjourned

Term. 20 14

In the County Commission of said county, on the 29th day of April 20 14

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

Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Todd McCubbin	Family Resources Board of Directors	March 22, 2014 through March 22, 2017

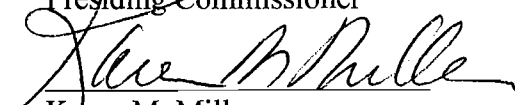
Done this 29th day of April, 2014.

ATTEST:

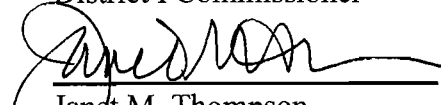
Wendy S. Noren  
Wendy S. Noren  
Clerk of the County Commission



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

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STATE OF MISSOURI }  
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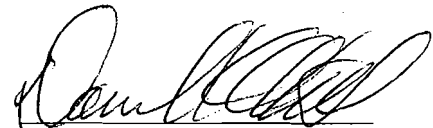
Now on this day the County Commission of the County of Boone does hereby appoint the following:

Name	Board	Period
Robbie Sapp	Health Trust Committee	March 22, 2014 through March 22, 2017

Done this 29th day of April, 2014.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner