

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

31st

day of March

20 15

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

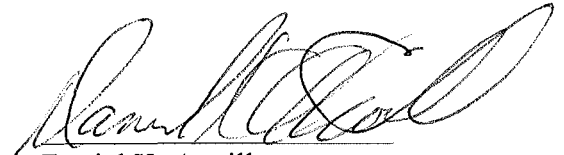
Now on this day the County Commission of the County of Boone does hereby receive and accept the following subdivision plat and authorize the presiding commissioner to sign it:

Chitwood. S20-T51N-R11W. A-2. Michael and Marla Fuller, owners. Donald E. Bormann, surveyor.

Done this 31st day of March, 2015.

ATTEST:

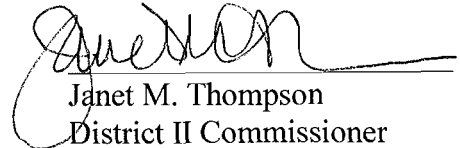
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

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Term. 20 15

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31st

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March

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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 establish a policy for measuring the minimum lot width as set forth in the Boone County Subdivision Regulations as follows:

“The minimum lot width as required in the Boone County Subdivision Regulations, Table A, shall be:

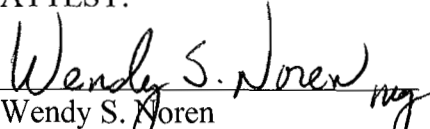
- Lots 2.50 acres and larger shall be at least 150’ wide.
- Lots smaller than 2.50 acres shall be at least 60’ wide.

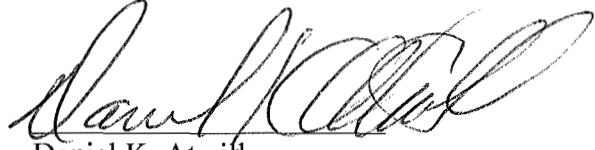
Measurements are determined at the building line, parallel to the front lot line and by using the long chord distance along any curve or arc.

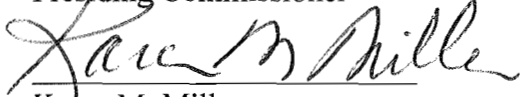
See attached exhibit.”

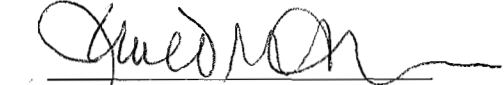
Done this 31st day of March, 2015.

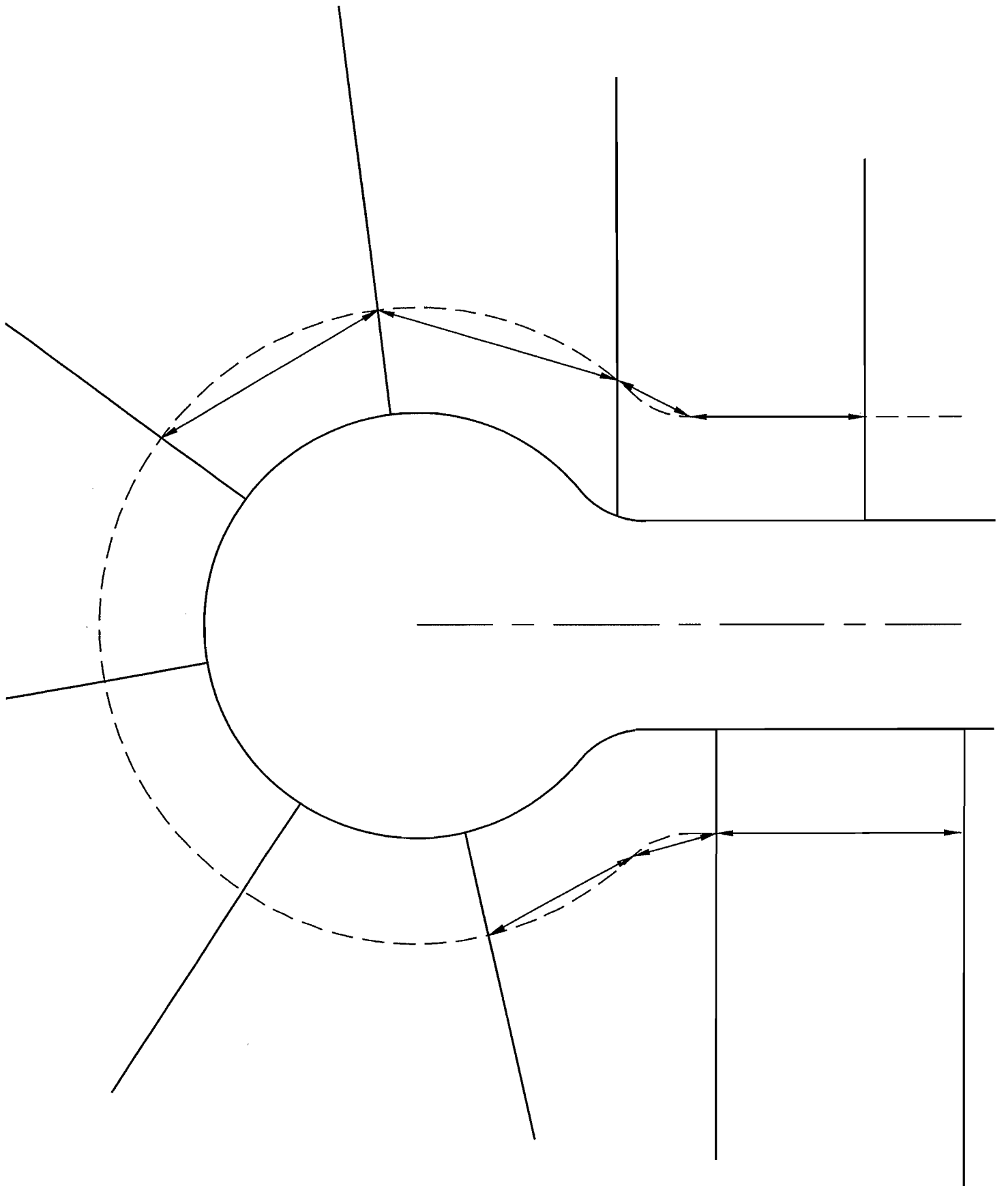
ATTEST:


 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



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STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

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In the County Commission of said county, on the 31st day of March 20 15

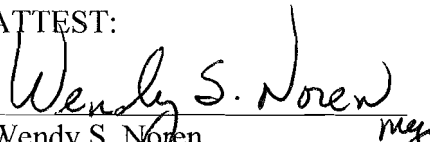
the following, among other proceedings, were had, viz:

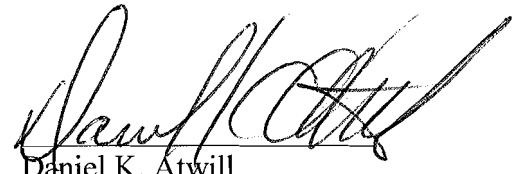
Now on this day the County Commission of the County of Boone does hereby approve Sole Source Contract 120-123115SS with Michaels, Ross and Cole, Ltd. of Oak Brook, IL to purchase maintenance & warranty for m-Power Database Licenses.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Sole Source Fact Sheet.

Done this 31st day of March, 2015

ATTEST:

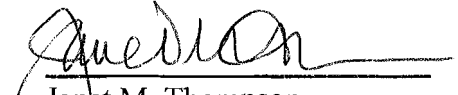

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

Boone County Purchasing

Melinda Bobbitt, CPPB
Director



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPB
DATE: March 13, 2015
RE: 1st Reading - Sole Source Approval – 120-123115SS – Maintenance & Warranty for m-Power Database Licenses

Attached is a Sole Source Request Form from Information Technology to purchase maintenance & warranty for m-Power Database Licenses from Michaels, Ross and Cole, Ltd. of Oak Brook, IL.

Cost of maintenance for calendar year 2015 is \$9,108.00 and will be paid from account 1170 – Information Technology, 70050 – Software Service Contract. \$9,110.00 is budgeted.

The intent to purchase as sole source was advertised in the Missourian on March 27 and the Tribune on March 26, 2015.

ATT Sole Source Request

cc: Trudy Fischer, IT
Sole Source File

Boone County Purchasing

Melinda Bobbitt, CPPO, CPPB
Director of Purchasing



613 E. Ash, Rm 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390

SOLE SOURCE/NO SUBSTITUTE FACT SHEET

Originating Office	Information Technology Department
Person Requesting	Aron Gish – IT Director <i>[Signature]</i>
Date Requested	March 4, 2015
Contact Phone Number	573-886-4319

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

PURCHASING DEPARTMENT APPROVAL: *Melinda Bobbitt* 3-12-15
Signature Date

SOLE SOURCE NUMBER: 120-12311555
(Assigned by Purchasing)

COMMISSION APPROVAL: *David H. Stork* 3-31-15
Signature Date

Expiration Date: _____ 20__ through 03/31/2016 or maintenance One Time Purchase (check)

Vendor Name	Michaels, Ross and Cole, Ltd.
Vendor Address	2001 Midwest Road, Suite 310, Oak Brook, IL 60523
Vendor Phone and Fax	Phone: 630-916-0662 Fax: 630-916-0663
Product Description	Maintenance & Warranty Agreement for m-Power Database Licenses
Estimated Cost	\$9,108.00 per year
Department/Account	1170-70050
Number(s) Invoices Will Be Paid	Michaels, Ross and Cole Ltd., Invoice #27982 - \$9,108.00 March 2015 to March 2016

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

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

- Other - List (attach additional sheets if necessary)
-

2. Briefly describe the commodity/material you are requesting and its function.
Maintenance and warranty agreement for m-Power database licenses.
3. Describe the unique features/compatibility of the commodity/material that precludes competitive bidding.
4. What research has been done to verify this vendor as the only known source?
Sole Source letter attached from vendor.
5. Does this vendor have any distributors, dealers, resellers, etc. that sell the commodity/material?
 Yes (please attach a list of known sources)
 No
6. Must this commodity/material be compatible with present inventory/equipment, or in compliance with the manufacturer's warranty or existing service agreement? If yes, please explain.
Yes. This vendor is only support for their product.
7. If this is an initial purchase, what are the future consequences of the purchase? That is, once this purchase is approved and processed, what additional upgrades/additions/supplies/etc. are anticipated/projected over the useful life of this product? Annual maintenance and warranty for database licenses.
8. If this is an upgrade/add-on/supply/repair/etc. to existing equipment, how was the original equipment purchased (sole source or competitive bid)? What additional, related, sole source purchases have occurred since the initial purchase? Please state previous purchase order number(s).
9. How has this commodity/material been purchased in the past? (Sealed Bid, Sole Source, RFP, other)
Please provide document numbers. Previous purchases - 07-23FEB10.
10. What are the consequences of not securing this specific commodity/material?
No maintenance for database licenses.
11. List any other information relevant to the acquisition of this commodity/material (additional sheets may be attached, if necessary).
11. How long is sole source approval necessary for this type of purchase? Is this a one-time purchase or is there an identified time period needed? As long as this software is owned.

michaels, ross and cole, ltd.

mrc

2001 Midwest Road
Suite 310
Oak Brook, IL 60523

March 3, 2015

Boone County
801 E. Walnut, Rm 221
Columbia, MO 65201

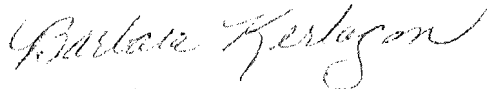
To Whom It May Concern:

Please use this letter as official notice that michaels, ross & cole, ltd. located at 2001 Midwest Road, Ste. 310, Oak Brook, IL 60523, is the sole and only provider of both m-Power and the mrc-Productivity Series (mrc) software.

If you have any further questions or require any other information, please feel free to contact me at (630) 916-0662 x 123.

Sincerely,

michaels, ross & cole, ltd.



Barbara Kerlagon
Office Manager

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St.-Rm 110
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

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

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: March 13, 2015

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

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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

Maintenance & Warranty for m-Power Database Licenses from Michaels, Ross and Cole, Ltd. of Oak Brook, IL

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **1:30 p.m. on March 27, 2015**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

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

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Tuesday, March 17, 2015
COLUMBIA MISSOURIAN

Page : 1 of 1 03/13/2015 13:48:40
Order Number : 30991737
PO Number :
Customer : L8864390 Boone Co. Purchasing
Contact :
Address1 : 613 East Ash
Address2 :
City St Zip : Columbia MO 65201
Phone : (573) 886-4392
Fax : (573) 886-4390
Credit Card :
Printed By : Richison, Susan
Entered By : Richison, Susan
Keywords : Maintenance & Warranty for m-Power Database Licens
Notes :
Zones :

Ad Number : 31002779
Ad Key : 30991737
Salesperson : 67 - Legal Acct
Publication : Columbia Missourian
Section : Classified Section
Sub Section : Classified Section
Category : Legal Notices 1300
Dates Run : 03/17/2015-03/17/2015
Days : 1
Size : 1 x 2.60, 26 lines
Words : 134
Ad Rate : Open
Ad Price : 16.90
Amount Paid : 0.00
Amount Due : 16.90

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Melinda Bobbitt, CPPO
 Director, Boone County Purchasing
 Insertion date: Tuesday, March 17, 2015

Boone County Purchasing

Melinda Bobbitt, CPPO
Director of Purchasing



613 E. Ash St.-Rm 110
Columbia, MO 65201
Phone (573) 886-4391
Fax (573) 886-4390

To: Ruby Kuhler
rwheeler@tribmail.com

From: Melinda Bobbitt, Director of Purchasing

RE: Advertisement for Sole Source Purchase

Date: March 13, 2015

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

NOTICE OF INTENT TO MAKE SINGLE FEASIBLE SOURCE PURCHASE

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To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by **1:30 p.m. on March 26, 2015**. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

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

Melinda Bobbitt, CPPO
Director, Boone County Purchasing

Insertion date: Monday, March 16, 2015
COLUMBIA TRIBUNE

Melinda Bobbitt - RE: Ad

From: "Kuhler, Ruby" <rgkuhler@columbiatribune.com>
To: "Melinda Bobbitt" <MBobbitt@boonecountymo.org>
Date: 3/13/2015 3:37 PM
Subject: RE: Ad
Attachments: 2024023.pdf

Melinda:

I have attached a copy of the notice as it will appear Monday 3/16. Total cost is \$30.94.

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

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

CANCELLATION POLICY

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

Thanks,

Ruby

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

TRIBUNE CLASSIFIEDS
The Market Leader

From: Melinda Bobbitt [mailto:MBobbitt@boonecountymo.org]

**NOTICE OF INTENT TO MAKE
SINGLE FEASIBLE
SOURCE PURCHASE**

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

**Maintenance & Warranty for
m-Power Database Licenses from
Michaels, Ross and Cole, Ltd.
of Oak Brook, IL**

To receive additional information or to express an interest in providing the above, please contact the Purchasing Department by 1:30 p.m. on March 26, 2015. Boone County Purchasing Department, 613 E. Ash, Columbia, MO 65201.

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

mbobbitt@boonecountymo.org

Melinda Bobbitt, CPPPO
Director, Boone County Purchasing
INSERTION DATE: March 16, 2015

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 15

In the County Commission of said county, on the 31st day of March 20 15

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 BuyBoard Cooperative Proposal Award 452-14 for Highway Safety & Traffic Control Products with Wanco Inc., of Arvada, CO

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

Done this 31st day of March, 2015.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer, Purchasing



613 E. Ash, Room 110
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, CPPB *ES*
DATE: March 20, 2015
RE: Cooperative Award- 452-14 Highway Safety & Traffic Control Products

Public Works Department requests permission to utilize the BuyBoard Cooperative Proposal Award 452-14 for Highway Safety & Traffic Control Products with Wanco, Inc., of Arvada, Colorado. This contract has an initial term effective through May 31, 2015 with potential final expiration date of May 31, 2017.

A requisition has been submitted to auditors for the purchase of the following equipment:

* WVTM(B) Mini Matrix Message Boards with hand-winch tower lift, (4) 6-volt batteries, 85W solar collector, corner hand crank jacks & 2" ball hitch- Qty 2 @ \$13,877.55 each	\$27,755.10
* GPS modem kit Qty 2 @ \$1,020.40 each	\$2,040.80
* Three AGM sealed 4D batteries, Qty 2 sets @ \$688.75/set	\$1,377.50
* Security battery box, Qty 2 @ \$244.49 each	\$448.98
* Combination tow hitch for 2" ball & 2 1/2" pintle hook, Qty 2 @ \$127.55 each	\$255.10
* Shipping costs for Delivery FOB Destination:	\$1,400.00

Total cost of above equipment is: \$33,277.48
and will be paid from dept 2040 (Public Works-Maintenance Operations), account 91300
(Machinery and Equipment).

cc: Chet Dunn, Public Works Manager, Road Maintenance Operations
Greg Edington, Assistant Manager, Road Maintenance
Contract File

**PURCHASE AGREEMENT
FOR
HIGHWAY SAFETY & TRAFFIC CONTROL PRODUCTS
for the Boone County Public Works Department**

THIS AGREEMENT dated the 31ST day of March 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Wanco, Inc.**, herein "Vendor."

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

1. **Contract Documents** - Contract shall consist of this Purchase Agreement for **Highway Safety & Traffic Control Products** in compliance with all bid specifications and any addenda included in Proposal Number 452-14 issued by the Texas Association of School Boards, Inc., BuyBoard Department, Austin, Texas; and Boone County Standard Terms and Conditions. An equipment price quote offered by Wanco, Incorporated is enclosed and made a part of this purchase agreement. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted may be permanently maintained in the County Purchasing Office bid file for this contract if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, Proposal 452-14 issued by BuyBoard, and Boone County Standard Terms and Conditions shall prevail and control over the vendor's bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with equipment as detailed below:

	Mfr List Price	Net after 15% Discount	Qty	Extended Price
WVTM(B) Mini Matrix Message Boards, w/hand-winch tower lift; (4) 6-volt batteries; 85W solar collector; corner hand crank jacks; and 2" ball hitch:	\$16,326.53	\$13,877.55	2 ea	\$27,755.10
GPS Modem Kit, with Verizon OR AT&T Cellular service:	\$ 1,200.48	\$ 1,020.40	2 ea	\$ 2,040.80
Option #205016: (3) AGM sealed 4D batteries (600AH):	\$ 810.32	\$ 688.75	2 sets	\$ 1,377.50
Option #207164-C, for mini/metro: security battery box replacing larger eight-battery box:	\$ 264.11	\$ 224.49	2 ea	\$ 448.98
Option #COMBO HITCH (WIECO solar arrow boards)- combination tow hitch for 2" ball and 2 ½" pintle hook:	\$ 150.06	\$ 127.55	2 ea	\$ 255.10
Estimated Shipping, FOB Destination:				\$ 1,400.00
TOTAL				\$33,277.48

Total contract cost for (2) WVTM(B) Mini Matrix Boards and associated equipment is Thirty Three Thousand, Two Hundred Seventy Seven Dollars and Forty Eight Cents (\$33,277.48).

3. **Delivery** - Vendor agrees to deliver equipment FOB Destination, and within 45 days after receipt of order. Delivery shall be to Boone County Public Works Department, Attn: Greg Edington, 5551 S. Tom Bass Rd, 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 111, Columbia, MO 65201 within thirty (30) days from date of purchase order.

5. **Billing and Payment** - All billing shall be invoiced by Wanco, Inc. to the Boone County Public Works Department, Attn: Greg Edington, 5551 Highway 63 South, Columbia, MO and billings may only include the prices listed in the vendor's quotation. 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 quotation for the equipment listed herein. 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. **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.

WANCO, INC.

by [Signature]
title Business Development Manager

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:
[Signature]
County Counselor

ATTEST:
[Signature]
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

3/23/15
Date

2040-91300- \$33,277.48
Appropriation Account

BOONE COUNTY STANDARD TERMS AND CONDITIONS

1. **Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.**
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.



Phone: 800-695-2919

Fax: 800-211-5454

Email: info@buyboard.com

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Additional Searches:

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Arvada, CO 80003

Phone Number: (800) 972-0755**Email:** tpaulino@wanco.com**Federal ID:** 84-1051014**Contact:** Tim Paulino**Accepts RFQs:** Yes**Minority Owned Vendor:** No**Women Owned Vendor:** No**Contract Name:** Highway Safety & Traffic Control Products**Contract#:** 452-14**Effective Date:** 06/01/2014**Expiration Date:** 05/31/2017**Payment Terms:** Net 30 days**Delivery Days:** 45**Shipping Terms:** Pre-paid and added to invoice**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Region Served:** All Texas Regions**States Served:** All States**Quote Reference Number:** 452-14**Return Policy:** Return to factory upon rejection during shipment, at no other time will returns be allowed with visual inspection.

Contract Documents

Proposal Documents: [Click to view BuyBoard Proposal Documents](#)**Regulatory Notice:** [Click to view Bonding Regulatory Notice](#)

Contact us 800-695-2919

Liz Sanders - FW: Texas BuyBoard Pricing

From: "Wayne Sebasty" <wayne@safetyprollc.com>
To: "Amy Robbins" <arobbins@boonecountymo.org>
Date: 2/19/2015 1:42 PM
Subject: FW: Texas BuyBoard Pricing
CC: "Greg Edington" <GEdington@boonecountymo.org>, "Liz Sanders" <LSande...

Hello Amy,

Per your email, the following are Boone County PWD prices through Texas BuyBoard. Place your order directly with the BuyBoard using these prices and option #'s. It's important that you send a copy of your order to my attention so we can follow up with the BuyBoard.

- Qty 2 - Model # WVTM(B), Mini Matrix Message Board w/Hand-Winch Tower Lift, 4 6Volt Batteries, 85W Solar Collector, Corner Hand Crank Jacks & 2" Ball Hitch...\$13,877.55 each

The following are upgrades to above pricing -

- ✓ GPS Modem Kit, Only Available w/Verizon or AT&T Cellular Service...\$1,020.40 Per Message Board
- ✓ Option # 205016, 3 AGM Batteries...\$688.75 Per Message Board
- ✓ Option # 211763-C1, Secure Battery Box...\$224.49 Per Message Board
- ✓ Option # COMBO HITCH, Pintle/Ball Combo Hitch...\$127.55 Per Message Board

Estimated shipping charges for 2 Message Board to Columbia, MO... \$1,400.

As a side note, US Cellular for modem use is not available through Wanco. The corner-hand crank jacks come standard, however the Combo Hitch is an upgrade.

Let me know if you have any questions.

Thanks,

Wayne Sebasty
SafetyPro LLC
Mobile: 832-799-9643
Fax: 1-800-285-0147
wayne@safetyprollc.com
www.safetyprollc.com

SAFETYPRO
Safety Product Professionals

From: Tim Paulino [<mailto:tpaulino@wanco.com>]
Sent: Wednesday, February 18, 2015 1:52 PM
To: Amy Robbins
CC: Greg Edington; Liz Sanders; Wayne Sebasty (wayne@safetyprollc.com); Joe Lihou
Subject: RE: Texas BuyBoard Pricing

Amy:

Thanks for the email. You should get a follow up from Wayne Sebasty our rep in the area.

sincerely,

Tim Paulino
 Business Development Manager
paulino@wanco.com



Wanco, Inc.
 5870 Tennyson St.
 Arvada, CO 80003

Cell: 470-233-9831
 Corp: 303-427-5700
 Fax: 303-867-3450
www.wanco.com
www.wancosecurity.com



Tim Paulino

Wanco, Inc.
 Business Dev Mgr

Cell: (470) 233-9831

Email: tpaulino@wanco.com

5870 Tennyson St.
 Arvada, CO 80003

From: Amy Robbins [<mailto:arobbins@boonecountymo.org>]
Sent: Wednesday, February 18, 2015 9:49 AM
To: Tim Paulino
Cc: Greg Edington; Liz Sanders
Subject: Re: Texas BuyBoard Pricing

Tim - Good morning. I think we have finally decided on the options we would like for this purchase. I have bulleted the purchase with options below. Could you please provide a quote for the following:

- Model **WVTM(B)-10**: Mini Matrix, Hand winch, 4-6VDC batteries, 85W solar, 2" ball hitch, Orange Color, LED Portable Message Board (List price \$16,326.53)
 - Cellular Modem Kit w/ GPS - **US Cellular** (List price \$1200.48)
 - Option 205016 Mini/Metro: Upgrade to three (3) AGM sealed 4D Batteries (600/AH) (List price \$810.32)
 - **Either** Option 206341-C **or** 207164-C - whichever provides for a Security battery box that will hold the (3) AGM 4D batteries added in the above option (List price either \$240.10 or 264.11)
 - Combo Hitch - WjECO Solar Arrow Boards Combination tow hitch for 2" ball and 2 1/2" pintle hook (List price \$150.06)
 - Swivel Jacks - WjECO Solar Arrow Boards: Four corner hand-crank jacks (List price \$108.04)
 - **Local sales rep said the combo hitch and swivel jacks come standard with this model sign, please advise if there will be additional cost.**

Please let me know if you have any questions in order to provide this quote.

Thank you!

Amy

Amy Robbins
Senior Buyer
Boone County Purchasing
113 E. Ash St. Room 109
Columbia, MO 65201
Phone 573-886-4392
Fax 573-886-4390
Email: arobbins@boonecountymmo.org

Check out our web page at: www.ShowMeBoone.com

>>> Tim Paulino <tpaulino@wanco.com> 1/7/2015 1:40 PM >>>

Amy:

Attached is our BuyBoard letter of award as well as our List prices. Keep in mind we offer 15% discount on these prices. There is additional shipping charges also.

Sincerely,

Tim Paulino
Business Development Manager
tpaulino@wanco.com



Wanco, Inc.
5870 Tennyson St.
Arvada, CO 80003

Cell: 470-233-9831
Corp: 303-427-5700
Fax: 303-867-3450
www.wanco.com
www.wancosecurity.com

	Tim Paulino
	Wanco, Inc. Business Dev Mgr
	Cell: (470) 233-9831
	Email: tpaulino@wanco.com
5870 Tennyson St. Arvada, CO 80003	

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This email was Virus checked by Wanco using UTM 9.



Portable Traffic Safety

MODELS	BASE TRAILER DESCRIPTIONS	LIST PRICE
WTLMB(B)-10	Full Size 3 Line, Hand Winch tower, 4-6VDC Batteries, 130 W Solar, 2" Ball Hitch, Orange Color, LED Portable Message Board	\$15,906.36
WTLMB(A)-10	Full Size: 3 Line, Electric Hydraulic tower, 4-6VDC Batteries, 130 W Solar, 2" Ball Hitch, Orange Color, LED Portable Message Board	\$16,506.60
WTMMB(B)-10	Full Size: Full Matrix, Hand Winch tower, 4-6VDC Batteries, 130 W Solar, 2" Ball Hitch, Orange Color, LED Portable Message Board	\$16,686.67
WTMMB(A)-10	Full Size: Full Matrix, Electric Hydraulic tower, 4-6VDC Batteries, 130 W Solar, 2" Ball Hitch, Orange Color, LED Portable Message Board	\$17,286.91
WVT3(B)-10	Mini 3-Line, Hand winch, 4-6VDC batteries, 85W solar, 2" ball hitch, Orange Color, LED Portable Message Board	\$15,546.22
WVT3(A)-10	Mini 3-Line, Electric Hydraulic Tower, 4-6VDC batteries, 85W solar, 2" ball hitch, Orange Color, LED Portable Message Board	\$16,086.43
WVTM(B)-10	Mini Matrix, Hand winch, 4-6VDC batteries, 85W solar, 2" ball hitch, Orange Color, LED Portable Message Board	\$16,326.53
WVTM(A)-10	Mini Matrix, Electric Hydraulic Tower, 4-6VDC batteries, 85W solar, 2" ball hitch, Orange Color, LED Portable Message Board	\$16,926.77
WVTC-US	Five-color full-matrix display • 15 LEDs per pixel, 3 per color: amber, white, red, green, blue • 12" default font size, variable font sizes • 195-watt solar charging • Three 12V 4D AGM batteries, 600 Ah total capacity • 45-amp charger • Telescoping tower with 360-degree rotation • Hydraulic tower lift • Color LCD touchscreen controller with continuous message preview • Computer software for designing messages and graphics • Orange powder-coat finish • 2" ball hitch	\$28,805.52
WVTMM-L	Metro Size Compact Message Board: Full matrix display • 10" default font, variable font sizes • 85-watt solar charging • Two 4D AGM batteries, 400 Ah total capacity • Telescoping tower with 360-degree rotation • Manual winch tower lift • Color LCD touchscreen controller with continuous message preview • Orange powder-coat finish • 2" ball hitch, Cabinet size: 89" W x 49" H x 6" D – 3 lines x 10 characters	\$14,285.71
WVTMM-M	Metro Size Compact Message Board: Full matrix display • 10" default font, variable font sizes • 85-watt solar charging • Two 4D AGM batteries, 400 Ah total capacity • Telescoping tower with 360-degree rotation • Manual winch tower lift • Color LCD touchscreen controller with continuous message preview • Orange powder-coat finish • 2" ball hitch, Cabinet size: 72" W x 49" H x 6" D – 3 lines x 8 characters	\$13,085.23
WVMBM-3LP	Truck-Mount Matrix Message Board, Full matrix display • 10" default font, variable font sizes, preprogrammed bold arrows • Integrated power-lift frame with electric actuator • Color LCD touchscreen controller with continuous message preview, Cabinet size: 89" W x 49" H x 6" D – 3 lines x 8 characters	\$9,003.60
WVMBM-2LP	Truck-Mount Matrix Message Board, Full matrix display • 10" default font, variable font sizes, preprogrammed bold arrows • Integrated power-lift frame with electric actuator • Color LCD touchscreen controller with continuous message preview, Cabinet size: 72" W x 49" H x 6" D – 2 lines x 8 characters	\$8,283.31
WTSP55-LSA	WJECO® Solar Arrow Boards, Flashing and sequential LED arrow board trailer • One 40/50-watt solar panel • Two leak- and spill-proof valve-regulated lead acid (VRLA) 12V batteries • 50-75 Ah total capacity • Four Telespa® stabilizer legs and tongue jack • Weighted decking • Orange powder-coat finish • 2" ball hitch, 15 lights, 7 arrow modes	\$3,841.54
WTSP55-LSAC	WJECO® Solar Arrow Boards, Flashing and sequential LED arrow board trailer • One 40/50-watt solar panel • Two leak- and spill-proof valve-regulated lead acid (VRLA) 12V batteries • 50-75 Ah total capacity • Four Telespa® stabilizer legs and tongue jack • Weighted decking • Orange powder-coat finish • 2" ball hitch, 25 lights, 12 arrow modes	\$4,261.70
		\$0.00
		\$0.00
		\$0.00
OPTIONS	ADDITIONAL EQUIPMENT TO BE ADDED TO BASE TRAILERS	0
109542-001	Camera Option, router, modem, GPS, 260W Solar	\$11,764.71
N/A	Cellular Modem Kit w/ GPS (Verizon)	\$1,200.48
N/A	Cellular Modem Kit w/ GPS (AT&T)	\$1,200.48
205321	Radar Option for Message Board	\$1,080.43
N/A	GPS Option for Message Board	\$1,560.62
202495	Full Size: Solar panel upgrade from 130W to 170W	\$156.06
202498	Full Size: Solar panel upgrade from 130W to 260W	\$456.18
200329	Full Size Add two 6VDC Batteries (6 total)	\$360.14
200203	Full Size: Add four 6VDC Batteries (8 total + larger box)	\$822.33
205016	Full Size: AGM Sealed 4D Battery, qty two (400AH total)	\$348.14
205016-1	Full Size: AGM Sealed 4D Battery, qty five (1000AH total)	\$810.32
206341-C1	Full Size: Security Battery box (4-6 batteries) [does not include batteries]	\$240.10
207164-C1	Full Size: Security Battery box (8 batteries) [does not include batteries]	\$264.11
200244	Full Size: Electric Brake upgrade	\$390.16
200262	Full Size: Hydraulic brake upgrade	\$600.24
N/A	Full Size: Telescoping outriggers	\$300.12
104613-001	Full Size: Hydraulic manual hand pump for hyd. Units	\$168.07
NA	Wanco Traffic Data Collector (traffic counter/classifier)	\$3,301.32
202493	Mini/Metro: Increase Solar from 85W to 130W	\$156.06
202495	Mini/Metro: Increase Solar from 85W to 170W	\$360.14
202498	Mini/Metro: Increase Solar from 85W to 260W	\$750.30
200329	Mini/Metro: Add two (2) - 6VDC Batteries	\$360.14
200203	Mini/Metro: Add four (4) - 6VDC Batteries	\$822.33
205016	Mini/Metro: Upgrade to two (2) AGM sealed 4D Batteries (400AH)	\$348.14
205016	Mini/Metro: Upgrade to three (3) AGM sealed 4D Batteries (600AH)	\$810.32
206341-C	Mini/Metro: Security battery box replacing std four bat. box	\$240.10
207164-C	Mini/Metro: Security battery box replacing larger eight bat. box	\$264.11
104613-001	Mini/Metro: Hydraulic manual mast hand pump	\$168.07
205379	Mini/Metro: Touch Screen Controller	\$840.34
207173	Truck Mount: Truck Bed Mounting Stand (for truck mount versions only)	\$480.19
N/A	WJECO® Solar Arrow Boards: Increase to 65-watt solar panel	\$120.05
N/A	WJECO® Solar Arrow Boards: Increase to 85-watt solar panel	\$240.10
205329	WJECO® Solar Arrow Boards: 2-amp battery charger, Duracell	\$84.03
Combo hitch	WJECO® Solar Arrow Boards: Combination tow hitch for 2" ball and 2½" pintle hook	\$150.06
Lunette ring	WJECO® Solar Arrow Boards: Tow hitch for 2½" pintle hook	\$78.03
Swivel jacks	WJECO® Solar Arrow Boards: Four corner hand-crank jacks	\$108.04
Additional batteries	WJECO® Solar Arrow Boards: Add one 12V sealed lead acid battery	\$84.03
Large battery box	WJECO® Solar Arrow Boards: Larger battery box for four batteries – battery box only	\$240.10



Repair Parts
CHANGEABLE MESSAGE BOARDS

PART #	DESCRIPTION	LIST PRICE
107675-001	PHASING OUT - REPLACED BY 203991 -CHARACTER BOARD FOR FULL SIZE 3 LINE 2007-08 MODEL	\$ 959.85
108346-001	PHASING OUT - REPLACED BY 204011 -CHARACTER BOARD FOR FULL SIZE MATRIX 2007-08 MODEL	\$ 959.85
108345-001	PHASING OUT - REPLACED BY 204051 -CHARACTER BOARD FOR WVT3 (MINI 3 LINE) 2007-08 MODEL	\$ 655.59
108237-001	PHASING OUT - REPLACED BY 204031CHARACTER BOARD FOR WVTM(MINI MATRIX) 2007-08 MODEL	\$ 655.59
103908-001	CHARACTER BOARD FOR OLDER STYLE PRIOR TO 2002	\$ 1,005.24
	*** MESSAGE BOARDS MFG 2003-2006 PLEASE CALL FACTORY FOR PRICING	\$ -
104865-001	** MOTHER BOARD FOR MESSAGE BOARDS FOR ABOVE MODELS ***MUST INCLUDE MODEL AND VIN # FOR CORRECT SOFTWARE**	\$ 922.87
105074-001	** POWER BOARD FOR MESSAGE BOARDS FOR ABOVE MODELS ***MUST INCLUDE MODEL AND VIN # FOR CORRECT SOFTWARE**	\$ 837.14
104783-002	OBSOLETE, REPLACED BY 203553 - BATTERY CHARGER FOR ABOVE MODELS	\$ 516.07
CALL FACTORY	BRACKET FOR ABOVE BATTER CHARGER - BLACK	\$ -
106318-001	BATTERY BOX FOR ABOVE MODELS	\$ 529.52
100943-001	JACK STAND	\$ 114.31
102919-003	SNAP RING	\$ 6.56
102919-002	JACK STAND - SWIVEL	\$ 131.12
106219-001P1	OBSOLETE, REPLACED BY 202615 -FENDER - BOLT ON - ORANGE	\$ 294.18
106125-001	FENDER BRACKET	\$ 65.56
200137	HARNESS ASSEMBLY CONNECTS TO CONTROL BOX -HYDROLIC WINCH	\$ 669.04
200980	HARNESS ASSEMBLY CONNECT TO CONTRIL BOX -HAND WINCH	\$ 561.45
102295-001	OBSOLETE, REPLACED BY 202447 - KEYBOARD	\$ 83.21
108772-001	DATA CABLES FOR CHARACTER BOARDS	\$ 16.39

LED SOLAR ARROW BOARDS

PART #	DESCRIPTION	LIST PRICE
200265	OBSOLETE, REPLACED BY 203957 - BULB, LED PAR 46 FOR TRAILER UNITS	\$ 87.41
104507-001	** CONTROL BOX , 15 LIGHT, SEQ SOLAR ASSISTED ARROW BOARD	\$ 881.69
104508-001	** CONTROL BOX, 25 LIGHT, SEQ SOLAR ASSISTED ARROW BOARD ** FOR STANDARD ARROW BOARD, NOT W ECO ARROW BOARD	\$ 922.03
109546-001	CONTROL BOX, 15 LIGHT, SEQ FOR W ECO MODEL ARROW BOARD	\$ 881.69
109545-001	CONTROL BOX, 25 LIGHT, SEQ FOR W ECO MODEL ARROW BOARD	\$ 922.03
100943-001	JACK, TONGUE	\$ 114.31
100333-001	STABILIZER LEG FOR ARROW BOARD	\$ 109.27
100342-001	VISOR, LG (IN QTY OF 9 ONLY)(W0002)	\$ 20.17
104185-001	OBSOLETE, REPLACED BY 200381 - BATTERY BOX FOR STANDARD ARROW BOARD	\$ 627.01
200213	BATTERY BOX FOR W ECO ARROW BOARD	\$ 929.59
108420-200P1	BOLT ON FENDER, ORANGE	\$ 164.74
108420-087	BRACKET FOR BOLT ON FENDER	\$ 26.90
105600-003	OBSOLETE, REPLACED BY 202066 - 50 WATT RECT50 WATT SOLAR PANEL, KYOCERA	\$ 500.94
108939-000	OBSOLETE, REPLACED BY 202485 - 85 WATT SOLAR PANEL, KYOCERA	\$ 664.00
200714	OBSOLETE, REPLACED BY 202486 - 130 WATT SOLAR PANEL, KYOCERA	\$ 1,336.40
103409-001P1	DRAWBAR WELDMENT ONLY, ORANGE	\$ 252.15
101677-002	BALL HITCH ASSEMBLY	\$ 32.44
104859-001	CHAIN FOR HITCH	\$ 21.43
101978-001P1	HITCH WELDMENT PINTLE, ORANGE	\$ 166.25
104782-002	OBSOLETE, REPLACED BY 203552 - BATTERY CHARGER	\$ 344.61
103650-001	15 LIGHT SHELL, PANEL ONLY, BLACK, NO HARNESS, LIGHTS, BULBS	\$ 628.69
103649-001	25 LIGHT SHELL, PANEL ONLY, BLACK, NO HARNESS, LIGHT, BULDS	\$ 714.43
100340-002	HARNESS ASSEMBLY, 25 LIGHT ARROW BOARD	\$ 669.04
100341-002	HARNESS ASSEMBLY, 15 LIGHT ARROW BOARD	\$ 601.80
105061-003	HARNESS ASSEMBLY FOR TAIL LIGHTS	\$ 60.52
106364-001	ANGLE BRACKET FOR SOLAR PANEL	\$ 43.29
106365-001	ROCKER/PIVOT CHANNEL FOR SOLAR PANEL	\$ 107.58
101007-002	HAND WINCH - CABLE NO INCLUDED	\$ 159.70
101007-004	HANDLE FOR HAND WINCH	\$ 47.07
100328-001	1/4 INCH X 75 1/2" CABLE FOR HAND WINCH	\$ 30.26

FOR PARTS NOT LISTED, PLEASE CONTACT FACTORY



Portable Surveillance Trailer Pricing

MODELS	BASE TRAILER DESCRIPTIONS	LIST PRICE
WCT-BX-0000-06A NO cameras, rechargeable battery powered unit	INCLUDES: COMPACT BODY TRAILER, 26 FT DUAL ELECTRIC WINCH TOWER, EQUIPMENT BOX, SWITCH PANEL WITH LOW VOLTAGE DISCONNECT AND FAN CONTROLLER, 4- SEALED AGM BATTERIES & 75A CHARGER, AXLE LOCK BAR, COMBO 2-1/2" PINTLE & 2" BALL HITCH, NO CAMERAS, NO MONITOR, NO DVR, NO COMMUNICATIONS, NO OPTIONS	\$ 28,508.95
WCT-YX-0000-09A NO cameras, Yanmar water-cooled quiet APU diesel/ hybrid auto start unit	INCLUDES: COMPACT BODY TRAILER, DUAL ELECTRIC WINCH DELUXE TOWER, EQUIPMENT BOX, SWITCH PANEL WITH LVD AND FAN CONTROLLER, 2- SEALED AGM BATTERIES & 45A CHARGER, AUTO START YANMAR DIESEL ENGINE W/30 GAL TANK, START BAT & 15A CHARGER, AXLE LOCK BAR, COMBO 2-1/2" PINTLE & 2" BALL HITCH, NO CAMERAS, NO MONITOR, NO DVR, NO COMMUNICATIONS, NO OPTIONS. INCLUDES THE DELUXE 29 FT TOWER	\$ 46,662.85
OPTIONS	ADDITIONAL EQUIPMENT TO BE ADDED TO BASE TRAILERS	
Solar Panel addition to any model WCT-BS, or WCT-YS	Add 130W tilting solar panel to top of battery or diesel trailer	\$ 2,275.09
Drawbar solar array	Add 130W tilting solar panel to trailer drawbar (NO SPARE TIRE CAN BE ADDED)	\$ 1,822.16
Large 520W solar top array	Add four 130W tilting solar panels to trailer top	\$ 8,112.24
Deluxe 29 ft tower assembly	Deluxe tower enables extra equipment to be located on all three tower sections, increases ht. 29ft	\$ 1,145.36
Off road axle package	Includes: wider axle, dual fenders, 3" axle lift & pneumatic wheel caster jack	\$ 286.34
Siren horn kit	Audible siren triggered by software motion box or remote viewing operator	\$ 822.57
Spare tire and carrier	Spare tire and carrier to the trailer	\$ 229.07
Storage cover for trailer	Outdoor storage cover for the trailer, NOT to be towed with.	\$ 916.28
Vicon 23X PTZ analog dome package	Add one Vicon 23X outdoor dome PTZ to trailer, includes camera, power supply, wiring	\$ 3,207.00
Vicon 35X PTZ analog dome package	Add one Vicon 35X outdoor dome PTZ to trailer, includes camera, power supply, wiring	\$ 4,013.95
Axis 35X PTZ IP dome STD Network package	Add one Axis Q6032E 35X Network dome PTZ to trailer, includes camera, POE, wiring	\$ 6,138.07
Axis 18X PTZ IP dome 720p MP package	Add one Axis Q6034E 18X HD720p dome PTZ to trailer, includes camera, POE, wiring	\$ 6,830.49
Axis 20X PTZ IP dome 1080p MP package	Add one Axis Q6035E 20X HD1080p dome PTZ to trailer, includes camera, POE, wiring	\$ 7,939.40
QS GeminEye camera w/ IR Illuminator	Add, one GeminEye camera w/ IR illuminator	\$ 14,069.14
QS GeminEye camera, single head thermal	Add one GeminEye single thermal head only	\$ 20,512.29
QS GeminEye camera, dual head, 1- day/night and 1 - thermal	Add one GeminEye dual head, 1- day/night and 1-thermal cameras only	\$ 22,803.00
BlueTree 3G cellular router + PWZ Logger	3G Cellular router that has multiple ports for accessory equipment, standard 3dBi antennas, (NO WIFI)	\$ 2,134.53
BlueTree 4G / 3G cellular router + PWZ Logger	4G Cellular router that has multiple ports for accessory equipment, standard 3dBi antennas, (NO WIFI)	\$ 2,462.52
Sirerra Wireless 4G with Wi-Fi	Verizon or AT&T cellular 4G router ,includes GPS and Wi-Fi, comes with standard 3 dBi antenna	\$ 2,993.54
Antenna kit upgrade	Upgrade dual antennas from standard 3 dBi to high gain 6dBi	\$ 702.83
Wi - Fi radio	This Wi-Fi radio package allows for up close remote access to trailer, 300 / 500 ft for laptop viewing	\$ 3,581.84
Premium radio setup	Premium radio point to multi point package, contact factory for radio of choice	\$ 3,581.84
Pre-wired setup for firetide radio	Wiring kit for Firetide radio, includes tower mounting brackets, cat5 w/connector, LMR240 cable	\$ 640.36
Extra antenna cable	An extra antenna cable LMR2400 to top of the mast	\$ 156.18
Standard flashing warning light	Standard LED blue flashing warning light, 12vdc @ 0.2A, 175FPM	\$ 380.05
LED IR illuminator Model 100	Infra-red illuminator dual set, 30 degree beam x 262 ft	\$ 3,289.25
LED white illuminator Model 100	White light illuminator dual set, 30 degree beam x 164 ft	\$ 3,289.25
DVR 480G with Artec Basic software	Industrial computer DVR w/480G SSD HDD w/ Basic software, 12" monitor, vibration tray, keyboard, mouse	\$ 13,041.44
DVR 480G with Artec Analytic software	Industrial computer DVR w/480G SSD HDD w/ Analytic software, 12" monitor, vibration tray, keyboard, mouse	\$ 14,754.27
Video encoder / modem package, single camera channel	Video encoder kit w/ cellular router for a single camera unit, no recording, no monitor	\$ 4,373.18
No DVR, includes monitor, keyboard ,mouse	No DVR computer, only 12" monitor, vibration tray, keyboard and mouse	\$ 6,143.27
Power Inverter-600W, 12Vdc -120Vac	Inverter provides 120Vac power from the battery bank, for customer options	\$ 1,874.22
Public Address system	Adds a 50 watt public address w/two speakers, remote audio voice over. Max. range up to 100 yd.	\$ 3,883.80



Portable Lighting

MODELS	BASE TRAILER DESCRIPTIONS	LIST PRICE
WLTC4L6MTO	Wanaco® Light Towers: Four adjustable high-efficiency light fixtures • 1000-watt metal halide lamps • 30-foot telescoping tower assembly with 360-degree rotation • Low-RPM Tier 4i diesel engine with premium four-pole generator • 30-gallon fuel tank • Compact trailer • Powder-coat finish • Gull-wing doors and hinged top panel for engine access • Combination 2" ball/2½" pintle hitch, Kohler engine	\$7,899.16
WLTC4K6MTO	Wanaco® Light Towers: Four adjustable high-efficiency light fixtures • 1000-watt metal halide lamps • 30-foot telescoping tower assembly with 360-degree rotation • Low-RPM Tier 4i diesel engine with premium four-pole generator • 30-gallon fuel tank • Compact trailer • Powder-coat finish • Gull-wing doors and hinged top panel for engine access • Combination 2" ball/2½" pintle hitch, Kubota engine	\$8,258.10
WLTS-MMA4	Wanaco® Solar LED Light Tower: Four adjustable high-efficiency light fixtures • 52-watt LED lamps • 20-foot telescoping tower assembly with 360-degree rotation • Adjustable-tilt solar panel array • Four 4D AGM batteries • Manual and auto on/off operating modes • Security battery box, vandal- and theft-resistant • Black and white powder-coat finish • 2" ball hitch, 500-watt solar array	\$11,854.74
WLTS-LMA4	Wanaco® Solar LED Light Tower: Four adjustable high-efficiency light fixtures • 52-watt LED lamps • 20-foot telescoping tower assembly with 360-degree rotation • Adjustable-tilt solar panel array • Four 4D AGM batteries • Manual and auto on/off operating modes • Security battery box, vandal- and theft-resistant • Black and white powder-coat finish • 2" ball hitch, 750-watt solar array	\$14,555.82
WLTL	Wanaco® Long Run Diesel LED Light Tower	\$20,288.12

OPTIONS	ADDITIONAL EQUIPMENT TO BE ADDED TO BASE TRAILERS	
Electric winch	Wanaco® Light Towers: Adds Electric winch to the Light Tower	\$900.36
208347	Wanaco® Solar Light Towers: Add four light fixtures – total of eight, includes extension bars	\$2,388.96
208346-C1	Wanaco® Solar Light Towers: Add second battery box and four additional batteries, 3500 lb. axle	\$3,301.32
100936-001P1	Wanaco® Light Towers: 3" pintle hitch in lieu of 2" ball hitch, adjustable	\$178.87
DWINCHES	Dual Electric Winches for the Long Run Light Tower	\$1,080.43
OFFROAD	Offroad Trailer Package	\$420.17



Radar Speed Display

MODELS	BASE TRAILER DESCRIPTIONS	LIST PRICE
WSDT3-S	Wanaco® Radar Speed Trailer: Full matrix display • 26" LED characters • 24"x30" regulatory speed limit sign with changeable speed-limit numbers • Approach-only K-band radar, FCC approved • One 40/50W solar panel • Two 6V batteries, 225 Ah total capacity • Telescoping tower with 90-degree rotation • Locking control box • Orange powder-coat finish • 2" ball hitch,	\$7,082.83
OPTIONS	ADDITIONAL EQUIPMENT TO BE ADDED TO BASE TRAILERS	
203344	Wanaco® Radar Speed Trailer: Increase to 65-watt solar panel – 30% increase	\$120.05
204281	Wanaco® Radar Speed Trailer: Increase to 85 watt solar panel – 70% increase	\$240.10
203076	Wanaco® Radar Speed Trailer: 36" x 36" regulatory speed limit sign	\$84.03
104098-52.000	Wanaco® Radar Speed Trailer: Anti-theft axle-lock bar	\$78.03
100936-001P1	Wanaco® Radar Speed Trailer: 3" pintle hitch in lieu of 2" ball hitch, adjustable	\$178.87
203238	Wanaco® Radar Speed Trailer: Wanaco Traffic Data Collector (traffic counter/classifier)	\$3,301.32



P.O. Box 400
Austin, TX 78767-0400
800.695.2919 | 512.467.0222 | Fax: 800.211.5454
buyboard.com

May 14, 2014

Sent Via E-mail: tpaulino@wanco.com

Tim Paulino
Wanco Inc
5870 Tennyson St Dept 0829
Arvada, CO 80003

Proposal Name & Number: Highway Safety & Traffic Control Prod. #452-14

Congratulations, your company has been successful on the above referenced proposal! This contract will be effective June 1, 2014. The contract documents are those identified in Section 3 of the General Terms and Conditions of the specifications.

To see the items your company has been awarded, please review the proposal tabulation #452-14 on the following web-site: www.vendor.buyboard.com. Only items marked as awarded to your company can be sold through the BuyBoard contract. In addition, on this website you will find the membership list which will provide you with the names of all entities with membership in our purchasing cooperative.

Attached to this letter you will find the following documents:

Vendor Quick Reference Sheet
Electronic Catalog Format Instructions
Vendor Billing Procedures

Receipt of a purchase order directly from a Cooperative member is not within the guidelines of the Cooperative. Accepting orders directly from member entities may result in a violation of the State of Texas competitive bid statute and cancellation of the proposal award therefore all orders must be processed through the Cooperative in order to comply. We request your assistance in immediately forwarding by fax (1-800-211-5454) to the cooperative any orders received directly from member entities. If by chance an order sent directly to you has been unintentionally processed, please fax it to the Cooperative (1-800-211-5454) and note it as **RECORD ONLY** to prevent duplication.

Per proposal specifications, awarded vendors will have 60 days to submit their electronic catalog including pricing. If the electronic data is not provided within 60 days of notice of award, we reserve the right to inactivate any company's award information from the BuyBoard until such time the electronic data is received.

On behalf of the Texas Association of School Boards, we appreciate your interest in the Cooperative and we are looking forward to your participation in the program. If you have any questions, please contact Arturo Salinas at 800-695-2919 ext. 6200.

Sincerely,

Melonie Perry
Bid Administrator



The Local Government Purchasing Cooperative is endorsed by the Texas Association of School Boards, Texas Municipal League, Texas Association of Counties, and the Texas Association of School Administrators.



16541

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PROPOSER'S AGREEMENT AND SIGNATURE

Proposal Name: Highway Safety and Traffic Control Products Proposal

Proposal Opening Date and Time: March 6, 2014 at 2:00 PM

Proposal Number: 452-14

Location of Proposal Opening:
Texas Association of School Boards, Inc.
BuyBoard Department
12007 Research Blvd.
Austin, TX 78759

Contract Time Period: June 1, 2014 through May 31, 2015 with two (2) possible one-year renewals.

Anticipated Cooperative Board Meeting Date: May 2014

Wanco, Inc.
Name of Proposing Company

3/4/14
Date

5870 Tennyson St.
Street Address

[Signature]
Signature of Authorized Company Official

Arvada, CO 80003
City, State, Zip

Tim Paulino
Printed Name of Authorized Company Official

800-972-0755
Telephone Number of Authorized Company Official

Business Development Manager
Position or Title of Authorized Company Official

303-867-3450
Fax Number of Authorized Company Official

84-1051014
Federal ID Number

The proposing company ("you" or "your") hereby acknowledges and agrees as follows:

1. You have carefully examined and understand all Cooperative information and documentation associated with this Proposal Invitation, including the Instructions, General Terms and Conditions, Attachments/Forms, Item Specifications, and Line Items (collectively "Requirements");
2. By your response ("Proposal") to this Proposal Invitation, you propose to supply the products or services submitted at the prices quoted in your Proposal and in strict compliance with the Requirements, unless specific deviations or exceptions are noted in the Proposal;
3. Any and all deviations and exceptions to the Requirements have been noted in your Proposal and no others will be claimed;

Pricesheet + USB

H-N N-4



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4. If the Cooperative accepts any part of your Proposal and awards you a contract, you will furnish all awarded products or services at the prices quoted and in strict compliance with the Requirements (unless specific exceptions are noted in the Proposal), including without limitation the Requirements related to:
 - a. conducting business with Cooperative members, including offering pricing to members that is the best you offer compared to similar customers;
 - b. payment of a service fee in the amount specified and as provided for in this Proposal Invitation;
 - c. the **possible** award of a piggy-back contract by another governmental entity, in which event you will offer the awarded goods and services in accordance with the Requirements; and
 - d. submitting price sheets or catalogs in the proper format for posting on the BuyBoard as a prerequisite to activation of your contract;
5. You have clearly identified any information in your Proposal that you believe to be confidential or proprietary or that you do not consider to be public information subject to public disclosure under a Texas Public Information Act request or similar public information law;
6. The individual signing this Agreement is duly authorized to enter into the contractual relationship represented by this Proposal Invitation on your behalf and bind you to the Requirements, and such individual (and any individual signing a Form) is authorized and has the requisite knowledge to provide the information and make the representations and certifications required in the Requirements;
7. You have carefully reviewed your Proposal, and certify that all information provided is true, complete and accurate, and you authorize the Cooperative to take such action as it deems appropriate to verify such information; and
8. Any misstatement, falsification, or omission in your Proposal, whenever or however discovered, may disqualify you from consideration for a contract award under this Proposal Invitation or result in termination of an award or any other remedy or action provided for in the General Terms and Conditions or by law.



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VENDOR PURCHASE ORDER, REQUEST FOR QUOTES, AND INVOICE RECEIPT OPTIONS

Company: Wanco, Inc. General Contact Name: Tim Paulino

Purchase Orders: Purchase orders from Cooperative members will be available through the Internet or by facsimile.

Option 1: Internet. Vendors need Internet access and at least one e-mail address so that notification of new orders can be sent to the Internet contact when a new purchase order arrives. An information guide will be provided to vendors that choose this option to assist them with retrieving their orders.

Option 2: Fax. Vendors need a designated fax line available at all times to receive purchase orders.

Please choose **only one (1)** of the following options for receipt of purchase orders and provide the requested information:

I will use the **INTERNET** to receive purchase orders.

E-mail Address: info@wanco.com

Internet Contact: Tim Paulino Phone: 470-233-9831

Alternate E-mail Address: dmyers@wanco.com

Alternate Internet Contact: Dan Myers Phone: 800-972-0755

I will receive purchase orders via **FAX**.

Fax Number: _____

Fax Contact: _____ Phone: _____

Request for Quotes ("RFQ"): Cooperative members will send RFQs to you by e-mail. Please provide e-mail addresses for the receipt of RFQs:

E-mail Address: info@wanco.com

Alternate E-mail Address: tpaulino@wanco.com

Invoices: Your company will be billed monthly for the service fee due under a contract awarded under this Proposal Invitation. **All invoices are available on the BuyBoard website and e-mail notifications will be sent when they are ready to be retrieved.** Please provide the following address, contact and e-mail information for receipt of service fee invoices and related communications:

Mailing address: 5870 Tennyson St. Department: _____

City: Arvada State: CO Zip Code: 80003

Contact Name: Shay Falch Phone: 800-972-0755

Fax: 303-427-5725 E-mail Address: ap@wanco.com

Alternative E-mail Address: collections@wanco.com



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FORM B

Form 10-9-13 PAPER



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FELONY CONVICTION DISCLOSURE AND DEBARMENT CERTIFICATION

FELONY CONVICTION DISCLOSURE

Subsection (a) of Section 44.034 of the Texas Education Code (Notification of Criminal History of Contractor) states: "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Section 44.034 further states in Subsection (b): "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Please check (✓) one of the following:

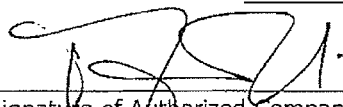
- My company is a publicly-held corporation. (Advance notice requirement does not apply to publicly-held corporation.)
- My company is not owned or operated by anyone who has been convicted of a felony.
- My company is owned/operated by the following individual(s) who has/have been convicted o a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

By signature below, I certify that the above information is true, complete and accurate and that I am authorized by my company to make this certification.

Wanco, Inc.
Company Name

 _____
Signature of Authorized Company Official

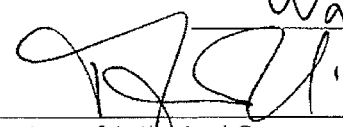
Tim Paulino
Printed Name

DEBARMENT CERTIFICATION

Neither my company nor an owner or principal of my company has been debarred, suspended or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Wanco, Inc.
Company Name

 _____
Signature of Authorized Company Official

Tim Paulino
Printed Name



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RESIDENT/NONRESIDENT CERTIFICATION

Chapter 2252, Subchapter A, of the Texas Government Code establishes certain requirements applicable to proposers who are not Texas residents. Under the statute, a "resident" proposer is a person whose principal place of business is in Texas, including a person whose ultimate parent company or majority owner has its principal place of business in Texas. A "nonresident" proposer is a person who is not a Texas resident. Please indicate the status of your company as a "resident" proposer or a "nonresident" proposer under these definitions. Please check (✓) one of the following.

- I certify that my company is a **Resident Proposer.**
- I certify that my company is a **Nonresident Proposer.**

If your company is a Nonresident Proposer, you must provide the following information for your resident state (the state in which your company's principal place of business is located):

<u>Wanco, Inc.</u> Company Name	<u>5870 Tennyson St.</u> Address
<u>Arvada</u> City	<u>CO</u> <u>80003</u> State Zip Code

- A. Does your resident state require a proposer whose principal place of business is in Texas to under-price proposers whose resident state is the same as yours by a prescribed amount or percentage to receive a comparable contract?
- Yes
 - No
- B. What is the prescribed amount or percentage? \$ _____ or _____ %

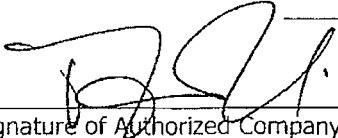
VENDOR EMPLOYMENT CERTIFICATION

Section 44.031(b) of the Texas Education Code establishes certain criteria that a school district must consider when determining to whom to award a contract. Among the criteria for certain contracts is whether the vendor or the vendor's ultimate parent or majority owner (i) has its principal place of business in Texas; or (ii) employs at least 500 people in Texas.

If neither your company nor the ultimate parent company or majority owner has its principal place of business in Texas, does your company, ultimate parent company, or majority owner employ at least 500 people in Texas? Please check (✓) one of the following.

- Yes
- No

By signature below, I certify that the information in Sections 1 (*Resident/Nonresident Certification*) and 2 (*Vendor Employment Certification*) above is true, complete and accurate and that I am authorized by my company to make this certification.

 Signature of Authorized Company Official	<u>Wanco, Inc.</u> Company Name	<u>Tim Paulino</u> Printed Name
---	------------------------------------	------------------------------------



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HISTORICALLY UNDERUTILIZED BUSINESS CERTIFICATION

A proposer that has been certified as an Historically Underutilized Business (also known as a Minority/Women Business Enterprise or "MWBE" and all referred to in this form as a "HUB") is encouraged to indicate its HUB certification status when responding to this Proposal Invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.

Please check (✓) all that apply

- I certify that my company has been certified as a HUB in the following categories:
 - Minority Owned Business**
 - Women Owned Business**
 - Service-Disabled Veteran Owned Business (veteran defined by 38 U.S.C. §101(2), who has a service-connected disability as defined by U.S.C. § 101(16), and who has a disability rating of 20% or more as determined by the U. S. Department of Veterans Affairs or Department of Defense)**

Certification Number:

Name of Certifying Agency:

My company has **NOT** been certified as a HUB.

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Wanco, Inc.
Company Name

[Signature]
Signature of Authorized Company Official

Tim Paulino
Printed Name




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AFFIRMATION REGARDING CONSTRUCTION RELATED GOODS AND SERVICES

A contract awarded under this Proposal Invitation covers only the specific goods and services awarded by the BuyBoard. As explained in the BuyBoard Construction Related Goods and Services Advisory for Texas Members ("Advisory"), **Texas law prohibits the procurement of architecture or engineering services through a purchasing cooperative. This BuyBoard contract does not include such services. Architecture or engineering services must be procured by a Cooperative member separately, in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and other applicable law and local policy.**

The Advisory, attached to this Form F, provides an overview of certain legal requirements that are potentially relevant to a Cooperative member's procurement of construction or construction-related goods and services, including those for projects that may involve or require architecture, engineering or independent testing services.

By signature below, the undersigned affirms that Proposer has read and understands the Advisory attached to this Form F and is authorized by Proposer to make this affirmation. If Proposer sells construction-related goods or services to a Cooperative member under a BuyBoard contract awarded under this Proposal Invitation, Proposer will comply with the Advisory and applicable legal requirements, and will make a good faith effort to make its Cooperative clients or potential clients aware of such requirements.



 Signature of Authorized Company Official

 Company Name

 Printed Name

 Date



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CONSTRUCTION RELATED GOODS AND SERVICES ADVISORY FOR TEXAS MEMBERS

Why make purchases using BuyBoard? Purchasing through a cooperative or “interlocal contract” satisfies the requirement of local governments to seek competitive procurement for the purchase of goods or services. Therefore, you may purchase goods and services from a vendor through BuyBoard without having to conduct your own competitive procurement. If, however, you are procuring construction related services through a BuyBoard Job Order Contract (JOC) or contract for the installation of equipment or materials (e.g., athletic fields and surfaces, kitchen equipment, HVAC, playground equipment, or modular buildings), you may need to procure certain aspects of these services using a separate procurement process outside of the BuyBoard.

What is BuyBoard’s Procurement Process? The BuyBoard uses a competitive procurement process to award contracts to vendors for products and services that the BuyBoard determines, based on an evaluation of multiple criteria, represent the best value for its members.

How does BuyBoard award a contract to a vendor? As a condition of being awarded a BuyBoard contract, a vendor is bound by and must agree to comply with all the terms of the BuyBoard’s proposal invitation (or specifications), the vendor’s proposal response, and any additional contract terms negotiated with the BuyBoard member. Among other things, the vendor must honor the pricing submitted in the vendor’s proposal. **THE PRICE YOU PAY FOR THE PRODUCTS AND SERVICES COVERED BY THE BUYBOARD CONTRACT MAY BE LESS THAN THE AWARDED PRICING, BUT CANNOT BE MORE.** Additionally, the vendor must comply with the BuyBoard contract’s general terms and conditions, and any additional terms and conditions that apply to the specific contract, as set out in the proposal invitation.

How does a BuyBoard member make purchases through the BuyBoard contract? You utilize the awarded BuyBoard contract by issuing a signed purchase order through the BuyBoard online application to procure the selected products or services. Although BuyBoard must receive a copy of the signed purchase order, BuyBoard does not review or approve the purchase order or other supplemental agreement that you obtain – this is a matter between you and the vendor. If construction-related services are procured through the BuyBoard, additional contracts with professionals and the contractor may be required, depending on the nature and scope of the services. Consult your procurement officer and/or legal advisor for specific advice.

How do I know that my entity has made a purchase through the BuyBoard?

BuyBoard must have a copy of the purchase order in order for the purchase to be considered a BuyBoard procurement. To ensure that your entity has satisfied state law requirements for competitive procurement, make sure that the BuyBoard has your purchase order. Do not rely on the vendor to submit the purchase order on your behalf; it is your responsibility to make sure that the BuyBoard has the signed purchase order. You may log in to www.buyboard.com using your member I.D. and password to view the Purchase Order Status Report to confirm that the purchase order is in the BuyBoard system.



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What should BuyBoard members consider when using BuyBoard for construction-related purchases? While purchasing goods and services through BuyBoard satisfies your legal requirement to competitively procure a good or service, as a general matter you must keep in mind other legal requirements that may relate to the purchase, especially when using BuyBoard for construction-related procurement.

When making construction-related purchases through a BuyBoard contract, BuyBoard members must consider the following:

- **Best value determination.** In compliance with Texas law and any local policy, your entity must first determine that purchasing through an interlocal contract or purchasing cooperative is the procurement method that will provide best value. This is done by the governing body (e.g., board of trustees, council, commissioners' court, etc.) or can be delegated by the governing body to an individual or committee, with written notice.
- **Products or services not covered by the BuyBoard contract.** The BuyBoard contract covers only the specific products and services awarded by the BuyBoard. If you want to purchase from a BuyBoard vendor products or services that are not covered by the vendor's BuyBoard contract, such as architectural, design, or engineering services, you must procure them separately in accordance with state law and local policy.
- **Architectural or Engineering and Independent Testing services.** If your product includes a construction component that requires architectural or engineering services, you must procure those services separately. **YOU MAY NOT PROCURE ARCHITECTURAL OR ENGINEERING SERVICES THROUGH A BUYBOARD CONTRACT.** Texas law requires architectural and engineering services to be obtained in accordance with the Professional Services Procurement Act (Chapter 2254 of the Texas Government Code) and prohibits them from being procured through a purchasing cooperative.
 - **Architecture.** A new building owned by a political subdivision having construction costs exceeding \$100,000 or an alteration or addition to an existing building having construction costs exceeding \$50,000 must have architectural plans and specifications prepared by an architect.
 - **Engineering.** If the products or services procured through the BuyBoard will involve engineering in which the public health, welfare, or safety is involved, the plans for structural, mechanical, electrical, electronic, fire suppression, geotechnical systems, foundation design, surface water drainage, plumbing and certain roof modifications and associated estimates must be prepared by an engineer, and the engineering construction must be performed under the direct supervision of an engineer. The Engineering Practice Act provides two exceptions to this rule – no engineer is required if (1) the project involves mechanical or electrical engineering and will cost \$8,000 or less, or (2) the project does not require mechanical or electrical engineering and will cost \$20,000 or less.



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- **Independent Testing.** Public entities are required to contract for the testing of construction materials engineering and verification testing services necessary for acceptance of the facility by the entity, independent of the contractor, construction manager, or design-build firm. The procurement of the testing services should be done under the Professional Services Procurement Act, and not under a BuyBoard contract.

- **Written Certification.** Effective 09/01/2013, a local governmental entity purchasing construction-related goods and services through a cooperative in an amount that exceeds \$50,000 must certify in writing that the project does not require the preparation of plans or specifications by an architect or engineer OR that an architect or engineer has prepared the plans or specifications.

- **Bonds.** You must also consider whether the vendor is required to provide a payment or performance bond. A payment bond is required for contracts that exceed \$25,000 to protect subcontractors who supply labor or materials for the project. A performance bond is required for a contract that exceeds \$100,000, to protect the local government if a contractor fails to complete the project. Without payment and performance bonds, if the contractor fails to pay its subcontractors or to complete the project, the public entity that entered the contract can be held responsible for payment claims or costs to complete.

- **Construction Contract.** Even though the procurement of construction or construction-related services may be through the BuyBoard, your construction contract is between your entity and the contractor. The BuyBoard contract's general terms and conditions, standing alone, are not sufficient to document your entity's specific transaction. THEREFORE, YOU SHOULD USE AN APPROPRIATE FORM OF CONSTRUCTION CONTRACT JUST AS YOU WOULD DO IF YOU PROCURED CONSTRUCTION SERVICES INDEPENDENTLY, USING COMPETITIVE SEALED PROPOSALS. The contract must contain provisions required by state law including: performance and payment bonds, requirements for payment of prevailing wages to all construction workers, workers' compensation coverage for all workers and, on projects where contractor employees may have direct contact with students, criminal history record checks. Other provisions which should be considered in the construction contract are retainage, contingency, liquidated damages and dispute resolution, among others. By supplementing the BuyBoard contract with an appropriate form of construction contract, you ensure that your entity's unique interests are addressed and that your entity can enforce the contract directly.

- **Legal advice.** Because of the variety of laws that relate to construction-related purchasing and the potential risk of high exposure, you are well-advised to consult with your entity's legal counsel before procuring construction-related products and services under any procurement method, including a purchasing cooperative.

For more information about BuyBoard, contact us at 800-695-2919.

Issued: June 19, 2013



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DEVIATION AND COMPLIANCE SIGNATURE FORM

If your company intends to deviate from the General Terms and Conditions, Item Specifications or other requirements associated with this Proposal Invitation, you must list all such deviations on this form, and provide complete and detailed information regarding the deviations on this form, an attachment to this form, or elsewhere in your Proposal. (If you do not provide the information on or as an attachment to this form, the information must be clearly identified in your Proposal.) The Cooperative will consider any deviations in its contract award decision, and reserves the right to accept or reject a proposal based upon any submitted deviation.

In the absence of any deviation identified and described in accordance with the above, your company must fully comply with the General Terms and Conditions, Item Specifications and all other requirements associated with this Proposal Invitation if awarded a contract under this Proposal Invitation.

- No;** Deviations
- Yes;** Deviations

List and fully explain any deviations you are submitting:

PLEASE PROVIDE THE FOLLOWING INFORMATION:

1. Shipping Via: Common Carrier Company Truck Other:

FOB Destination. Prepaid & Added

2. Payment Terms: Net 30 days 1% in 10/Net 30 days Other:

3. Number of Days for Delivery: 45 ARO

4. Vendor Reference/Quote Number: Wanco 2013-2014 Price List-2

5. State your return policy:
Return to factory upon rejection during shipment.
No other time will allow return without visual inspection.

6. Are electronic payments acceptable? Yes No

Wanco, Inc.
Company Name

[Signature]
Signature of Authorized Company Official

Tim Paulino
Printed Name



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DEALERSHIP LISTINGS

If you have more than one location that will service a contract awarded under this Proposal Invitation, please list each location below. If additional sheets are required, please duplicate this form as necessary.

Wanco, Inc.
Company Name

5870 Tennyson St.
Address

Arvada CO 80003
City State Zip

800-972-0755 303-427-5725
Phone Number Fax Number

Tim Paulino
Contact Person

Company Name

Address

City State Zip

Phone Number Fax Number

Contact Person



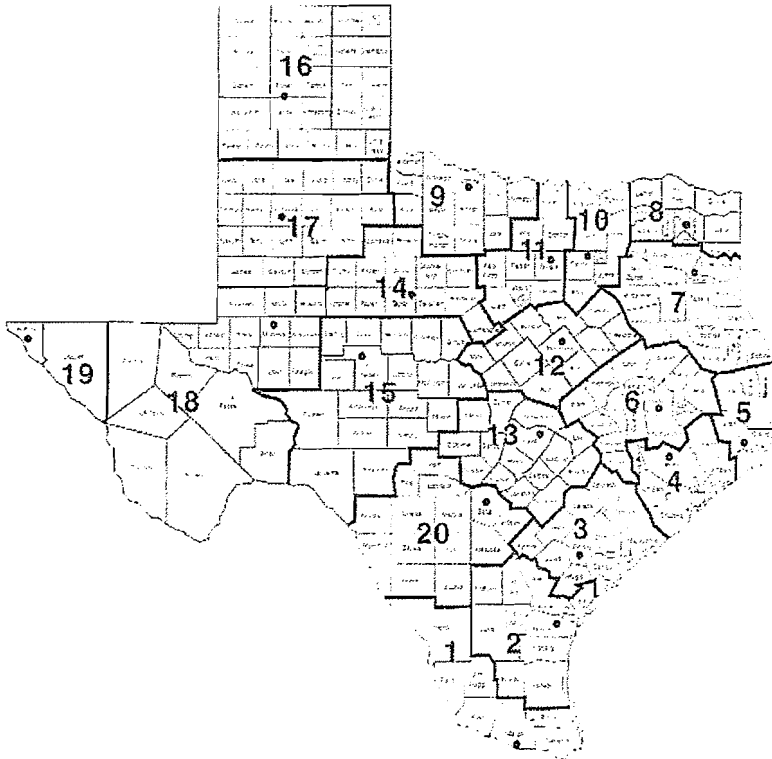
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TEXAS REGIONAL SERVICE DESIGNATION

Unless you designate otherwise on this form, you agree to service members of The Local Government Purchasing Cooperative statewide!

The Cooperative (referred to as "Texas Cooperative" in this Form I and Form J, State Service Designation) offers vendors the opportunity to service its members throughout the entire State of Texas. If you do not plan to service all Texas Cooperative members statewide, you **must** indicate the specific regions you will service on this form. Additionally, if you do not plan to service Texas Cooperative members (i.e., if you will service only states other than Texas), you must so indicate on this form.

Regional Education Service Centers



- I will service Texas Cooperative members statewide.
- I will not service Texas Cooperative members statewide. I will only service members in the regions checked below:

<u>Region</u>	<u>Headquarters</u>
<input type="checkbox"/> 1	Edinburg
<input type="checkbox"/> 2	Corpus Christi
<input type="checkbox"/> 3	Victoria
<input type="checkbox"/> 4	Houston
<input type="checkbox"/> 5	Beaumont
<input type="checkbox"/> 6	Huntsville
<input type="checkbox"/> 7	Kilgore
<input type="checkbox"/> 8	Mount Pleasant
<input type="checkbox"/> 9	Wichita Falls
<input type="checkbox"/> 10	Richardson
<input type="checkbox"/> 11	Fort Worth
<input type="checkbox"/> 12	Waco
<input type="checkbox"/> 13	Austin
<input type="checkbox"/> 14	Abilene
<input type="checkbox"/> 15	San Angelo
<input type="checkbox"/> 16	Amarillo
<input type="checkbox"/> 17	Lubbock
<input type="checkbox"/> 18	Midland
<input type="checkbox"/> 19	Ei Paso
<input type="checkbox"/> 20	San Antonio

Wanco, Inc.
 Company Name

[Signature]
 Signature of Authorized Company Official

Tim Paulino
 Printed Name

- I will not service members of the Texas Cooperative.



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STATE SERVICE DESIGNATION

The Cooperative offers vendors the opportunity to service other governmental entities in the United States, including intergovernmental purchasing cooperatives such as the National Purchasing Cooperative BuyBoard. You must complete this form if you plan to service the entire United States, or will service only the specific states indicated. (Note: If you plan to service Texas Cooperative members, be sure that you complete Form I, Texas Regional Service Designation.)

I will service all states in the United States.

I will not service all states in the United States. I will service only the states checked below:

- | | |
|--|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> California (Public Contract Code 20118 & 20652) | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New York |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Mississippi | |
| <input type="checkbox"/> Missouri | |
| <input type="checkbox"/> Montana | |

This form will be used to ensure that you can service other governmental entities throughout the United States as indicated. Your signature below confirms that you understand your service commitments during the term of a contract awarded under this proposal.

Wanco, Inc.
Company Name

Signature of Authorized Company Official

Tim Paulino

Printed Name



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NATIONAL PURCHASING COOPERATIVE VENDOR AWARD AGREEMENT

In accordance with the Terms and Conditions associated with this Proposal Invitation, a contract awarded under this Proposal Invitation may be "piggy-backed" by another governmental entity. The National Purchasing Cooperative is an intergovernmental purchasing cooperative formed by certain school districts outside of Texas to serve its members throughout the United States. If you agree to be considered for a piggy-back award by the National Purchasing Cooperative, you agree to the following terms and agree to serve National Purchasing Cooperative members in the states you have indicated on Form J, State Service Designation, in your Proposal.

By signing this form, Proposer (referred to in this Agreement as "Vendor") agrees as follows:

1. Vendor acknowledges that if The Local Government Purchasing Cooperative ("Texas Cooperative") awards Vendor a contract under this Proposal Invitation ("Underlying Award"), the National Purchasing Cooperative ("National Cooperative") may - but is not required to - "piggy-back" on or re-award all or a portion of that Underlying Award ("Piggy-Back Award"). By signing this National Cooperative Vendor Award Agreement ("Agreement"), Vendor accepts and agrees to be bound by any such Piggy-Back Award as provided for herein.
2. In the event National Cooperative awards Vendor a Piggy-Back Award, the National Cooperative Administrator ("BuyBoard Administrator") will notify Vendor in writing of such Piggy-Back Award, which award shall commence on the effective date stated in the Notice and end on the expiration date of the Underlying Award, subject to annual renewals as authorized in writing by the BuyBoard Administrator. Vendor agrees that no further signature or other action is required of Vendor in order for the Piggy-Back Award and this Agreement to be binding upon Vendor. Vendor further agrees that no interlineations or changes to this Agreement by Vendor will be binding on National Cooperative, unless such changes are agreed to by its BuyBoard Administrator in writing.
3. Vendor agrees that it shall offer its goods and services to National Cooperative members at the same unit pricing and same general terms and conditions, subject to applicable state laws in the state of purchase, as required by the Underlying Award. However, nothing in this Agreement prevents Vendor from offering National Cooperative members better (i.e., lower) competitive pricing and more favorable terms and conditions than those in the Underlying Award.
4. Vendor hereby agrees and confirms that it will serve those states it has designated on Form J (State Service Designation Form) of this Proposal Invitation. Any changes to the states designated on Form J must be approved in writing by the BuyBoard Administrator.
5. Vendor agrees to pay National Cooperative the service fee provided for in the Underlying Award based on the amount of purchases generated from National Cooperative members through the Piggy-Back Award. Vendor shall remit payment to National Cooperative on such schedule as it specifies (which shall not be more often than monthly). Further, upon request, Vendor shall provide National Cooperative with copies of all purchase orders generated from National Cooperative members for purposes of reviewing and verifying purchase activity. Vendor further agrees that National Cooperative shall have the right, upon reasonable written notice, to review Vendor's records pertaining to purchases made by National Cooperative members in order to verify the accuracy of service fees.



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6. Vendor agrees that the Underlying Award, including its General Terms and Conditions, are adopted by reference to the fullest extent such provisions can reasonably apply to the post-proposal/contract award phase. The rights and responsibilities that would ordinarily inure to the Texas Cooperative pursuant to the Underlying Award shall inure to National Cooperative; and, conversely, the rights and responsibilities that would ordinarily inure to Vendor in the Underlying Award shall inure to Vendor in this Agreement. Vendor recognizes and agrees that Vendor and National Cooperative are the only parties to this Agreement, and that nothing in this Agreement has application to other third parties, including the Texas Cooperative. In the event of conflict between this Agreement and the terms of the Underlying Award, the terms of this Agreement shall control, and then only to the extent necessary to reconcile the conflict.

7. This Agreement shall be governed and construed in accordance with the laws of the State of Rhode Island and venue for any dispute shall lie in the federal district court of Alexandria, Virginia.

8. Vendor acknowledges and agrees that the award of a Piggy-Back Award is within the sole discretion of National Cooperative, and that this Agreement does not take effect unless and until National Cooperative awards Vendor a Piggy-Back Award and the BuyBoard Administrator notifies Vendor in writing of such Piggy-Back Award as provided for herein.

WHEREFORE, by signing below Vendor agrees to the foregoing and warrants that it has the authority to enter into this Agreement.

Wanco, Inc.
Name of Vendor

452-14
Proposal Invitation Number

[Signature]
Signature of Authorized Company Official

Tim Paulino
Printed Name of Authorized Company Official

3/4/14
Date



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FEDERAL AND STATE/PURCHASING COOPERATIVE DISCOUNT COMPARISON FORM

The Cooperative strives to provide its members with the best services and products at the best prices available. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with prices/discounts you offer federal and state entities and other interlocal purchasing cooperatives (collectively referred to as "purchasing cooperative" in this form). Please respond to the following questions.

1. Provide the dollar value of sales to or through purchasing cooperatives at or based on an established catalog or market price during the previous 12-month period or the last fiscal year: \$ 0.00 (The period of the 12 month period is 2012/2013). In the event that a dollar value is not an appropriate measure of the sales, provide and describe your own measure of the sales of the item(s).

2. Based on your written discounting policies are the discounts you offer the Cooperative equal to or better than the best price you offer other purchasing cooperatives acquiring the same items regardless of quantity or terms and conditions?

YES NO

3. Based on your written discounting policies, provide the information requested below for other purchasing cooperatives, either in the chart below or in an equivalent format. Rows should be added to accommodate as many purchasing cooperatives as required.

PURCHASING GROUP	DISCOUNT (%)	QUANTITY/VOLUME	FOB TERM
1. Federal General Services Adm.			
2. T-PASS			
3. U.S. Communities Purchasing Alliance			
4. The Cooperative Purchasing Network			
5. Houston-Galveston Area Council			
6. Other			

MY COMPANY DOES NOT CURRENTLY HAVE ANY OF THE ABOVE OR SIMILAR TYPE CONTRACTS.

CURRENT BUYBOARD VENDORS

If you are a current BuyBoard vendor, indicate the discount for your current BuyBoard contract and the proposed discount in this Proposal. Explain any difference between your current and proposed discounts.

Current Discount (%): _____ Proposed Discount (%): _____

Explanation: _____

By signature below, I certify that the above is true, complete and accurate and that I am authorized by my company to make this certification.

Warco, Inc
Company Name
[Signature]
Signature of Authorized Company Official
Tim Paulino
Printed Name



March 4, 2014

BuyBoard Cooperative Purchasing
12007 Research Boulevard
Austin, TX 78759-2439

Re: Proposal # 452-14 / Form L – Federal and State Purchasing Cooperative Discount Comparison & Form M Marketing Strategy

To Whom It May Concern:

Currently Wanco, Inc. does not hold a Federal or State contract with discounts. We have participated in some State bids for specific quantity and/or spot purchase. The future business and marketing plan for Wanco, Inc. is to obtain, maintain, and preserve multi-award and multi discount style contracts going forward. We are in process of submitting for General Service Administration (GSA) schedules, however Buyboard would be the first cooperative discount program we have participated in directly.

If awarded a BuyBoard contract, Wanco, Inc. would utilize a direct to market strategy, which involves participating in local Texas trade shows for Public Safety, Municipal, Transportation, and Construction related market segments. We would promote the Buyboard contract to all agencies in Texas as well as promotion of the cooperative vendor agreement to other States. We believe that the strength of the Buyboard program would allow us to facilitate further growth for direct sales, providing the maximum discount possible to the end user. It's a win-win situation. Contact to Buyboard users would start by telephone, email, and direct demonstration marketing programs. Mostly through direct contact would we be able to demonstrate our products and form the necessary relationship to facilitate the sale.

During your evaluation of our submittal, should you have any questions or need clarification, please do not hesitate to call me at 470-233-9831 or email at tpaulino@wanco.com.

Sincerely,

A handwritten signature in black ink, appearing to read "TPaulino", is written over a faint, larger version of the signature.

Tim Paulino
Business Development Manager
Wanco, Inc.

Highway safety
Traffic control
Security & surveillance

Wanco Inc.
5870 Tennyson Street
Arvada Colorado 80003
www.wanco.com

800-972-0755
303-427-5700
303-427-5725 fax



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PH: 800-695-2919 • FAX: 800-211-5454 • www.vendor.buyboard.com

REFERENCES AND PRICE/DISCOUNT INFORMATION

PART I: For your Proposal to be considered, you must supply a minimum of five (5) individual governmental entity references. Provide the information requested below, including the existing price/discounts you offer each customer. The Cooperative determines whether prices/discounts are fair and reasonable by comparing prices/discounts stated in your Proposal with the prices/discounts you offer other governmental customers. Attach additional pages if necessary.

Entity Name	Contact	Phone#	Discount	Quantity/ Volume	FOB Term
1. Colorado DOT	Michael Moore	303-757-9798	0%	Open Contract	FOB Factory
2. TXDOT	Johanie Muller	512-374-5471	0%	Open Contract	FOB Factory
3. Illinois Tollway	Tom Deldin	630-241-6800	0%	Open Contract	FOB Dest.
4. MAPC	Tim Moore	617-933-0766	0%	Contract	FOB Destination
5. Dept. of Conservation & Rec.	Joseph Suppa	617-438-2119	0%	Open	FOB Factory

Do you ever modify your written policies or standard governmental sales practices as identified in the above chart to give better discounts (lower prices) than indicated? YES NO If YES, please explain: _____

Wanco may adjust pricing based on circumstance of sale & use. Example: Natural Disaster, Emergency, etc...

PART II: For your Proposal to be considered, you must submit the Marketing Strategy you will use if the Cooperative accepts all or part of your Proposal. (Example: How you will initially inform Cooperative members of your BuyBoard contract, and how you will continue to support the BuyBoard for the duration of the contract period.) Attach additional pages if necessary.

By signature below, I certify that the above is true and correct and that I am authorized by my company to make this certification.

Wanco, Inc.
Company Name

[Signature]
Signature of Authorized Company Official

Tim Paulino
Printed Name



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FORMS CHECKLIST

(Please check (✓) the following)

- Completed: **Proposer's Agreement and Signature** (Form A)
- Completed: **Vendor Purchase Order, Request for Quotes, and Invoice Receipt Options** (Form B)
- Completed: **Felony Conviction Disclosure and Debarment Certification** (Form C)
- Completed: **Resident/Nonresident Certification** (Form D)
- Completed: **Historically Underutilized Business (HUB) Certification** (Form E)
- Completed: **Affirmation Regarding Construction Related Goods and Services** (Form F)
- Completed: **Deviation/Compliance Signature Form** (Form G)
- Completed: **Dealership Listings** (Form H)
- Completed: **Texas Regional Service Designation** (Form I)
- Completed: **State Service Designation** (Form J)
- Completed: **National Purchasing Cooperative Vendor Award Agreement** (Form K)
- Completed: **Federal and State/Purchasing Cooperative Discount Comparison Form** (Form L)
- Completed: **References and Price Discount Information** (Form M)
- Completed: **Forms Checklist** (Form N)
- Completed: **Proposal Specifications with Catalogs/Pricelists**
**Catalogs/Pricelists must be submitted with proposal response or response will not be considered.*



Proposal Invitation No. 452-14 - Highway Safety and Traffic Control Products

(*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount (%)
		Section I: Highway Safety and Traffic Control Products			
1	Discount % Off Catalog/Pricelist for Highway Safety Products and Supplies	Highway Safety Products and Supplies -- State Discount % Off Catalog/Pricelist for all types of Highway Safety Products and Supplies. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	
2	Discount % Off Catalog/Pricelist for Highway Safety Equipment	Highway Safety Equipment -- State Discount % Off Catalog/Pricelist for all types of Highway Safety Equipment. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	
3	Discount % Off Catalog/Pricelist for Traffic Control Products and Supplies	Traffic Control Products and Supplies -- State Discount % Off Catalog/Pricelist for all types of Traffic Control Products and Supplies. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	
4	Discount % Off Catalog/Pricelist for Traffic Control Equipment	Traffic Control Equipment -- State Discount % Off Catalog/Pricelist for all types of Traffic Control Equipment. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	
5	Discount % Off Catalog/Pricelist for Parking Lot Supplies and Accessories	Parking Lot Supplies and Accessories -- State Discount % Off Catalog/Pricelist for all types of Parking Lot Supplies and Accessories. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	

PROPOSAL NOTE

1. *Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 452-14 - Highway Safety and Traffic Control Products

(*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount (%)
6	Discount % Off Catalog/Pricelist for Pavement Marking Supplies	Pavement Marking Supplies -- State the Discount % Off Catalog/Pricelist for all types of Pavement Marking Supplies. Catalog/Pricelist MUST be included or response will not be considered.	NA		
7	Discount % Off Catalog/Pricelist for Pavement Marking Equipment	Pavement Marking Equipment -- State the Discount % Off Catalog/Pricelist for all types of Pavement Marking Equipment. Catalog/Pricelist MUST be included or response will not be considered.	NA		
8	Discount % Off Catalog/Pricelist for Delineation Products and Object Markers	Delineation Products and Object Markers -- State the Discount % Off Catalog/Pricelist for all types of Delineation Products and Object Markers. Catalog/Pricelist MUST be included or response will not be considered.	NA		
9	Discount % Off Catalog/Pricelist for Road Signs, Posts, and Hardware	Road Signs, Posts, and Hardware -- State the Discount % Off Catalog/Pricelist for all types of Road Signs, Posts, and Hardware. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	
10	Discount % Off Catalog/Pricelist for Fire Hydrants and Accessories	Fire Hydrants and Accessories -- State the Discount % Off Catalog/Pricelist for all types of Fire Hydrants and Accessories. Catalog/Pricelist MUST be included or response will not be considered.	NA		

PROPOSAL NOTE

1. *Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 452-14 - Highway Safety and Traffic Control Products

(*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount (%)
11	Discount % Off Catalog/Pricelist for Wheel Wash System (In Ground)	Wheel Wash System (In Ground) -- State the Discount % Off Catalog/Pricelist for all types of Wheel Wash Systems (In Ground). Catalog/Pricelist MUST be included or response will not be considered.	NA		
12	Discount % Off Catalog/Pricelist for Wheel Wash System (Above Ground)	Wheel Wash System (Above Ground) -- State the Discount % Off Catalog/Pricelist for all types of Wheel Wash Systems (Above Ground). Catalog/Pricelist MUST be included or response will not be considered.	NA		
13	Discount % Off Catalog/Pricelist for Locking Systems for Highway/Traffic Products	Locking Systems for Highway/Safety Products (storm sewer grate, traffic signal cabinet, manhole cover, etc.) -- State the Discount % Off Catalog/Pricelist for all types of Animal Cages, Traps, and Accessories. Catalog/Pricelist MUST be included or response will not be considered.	NA		
14	Discount % Off Catalog/Pricelist for Animal Cages, Traps, and Accessories	Animal Cages, Traps, and Accessories -- State the Discount % Off Catalog/Pricelist for all types of Animal Cages, Traps, and Accessories. Catalog/Pricelist MUST be included or response will not be considered.	NA		
15	Discount % Off Catalog/Pricelist for All Misc. Highway Safety and Traffic Control Products	All Miscellaneous Highway Safety and Traffic Control Products -- State the Discount % Off Catalog/Pricelist for all types of Miscellaneous Highway Safety and Traffic Control Products. Catalog/Pricelist MUST be included or response will not be considered.	15%	Wanco2013-2014 Price List-2: ALL ITEMS	

PROPOSAL NOTE

1. *Catalogs/Pricelists are required to be submitted with Proposal



Proposal Invitation No. 452-14 - Highway Safety and Traffic Control Products

(*Catalogs/Pricelists must be submitted with Proposal or Proposal will not be considered.)

Item No.	Short Description	Full Description	Discount % Off Catalog or Pricelist	Catalog/Pricelist Name	Exceptions to Catalog/Pricelist Discount (%)
16	Discount (%) Off Catalog/Pricelist for Maintenance/Warranty Agreements for Equipment and Systems of Various Brands	Maintenance/Warranty Agreements for Equipment and Systems of Various Brands -- State the Discount % Off Catalog/Pricelist for Maintenance/Warranty Agreements. Catalog/Pricelist MUST be included or response will not be considered.	NA		
		Section II: Installation and Repair/Service Labor			
17	Hourly Labor Rate for Installation of Equipment and Systems of Various Brands	Please state the Hourly Labor Rate for: Installation of Equipment and Systems of Various Brands	\$ <u>125.00</u> /Hour		Wanco Product Service Only
18	Hourly Labor Rate for Repair/Service of Equipment and Systems of Various Brands	Please state the Hourly Labor Rate for: Repair/Service of Equipment and Systems of Various Brands	\$ <u>125.00</u> /Hour		Wanco Product Service Only

PROPOSAL NOTE

1. *Catalogs/Pricelists are required to be submitted with Proposal

USER NAME

PASSWORD

LOG IN

[Forgot Username?](#)

[Forgot Password?](#)

[Create an Account](#)

Entity Dashboard

Wanco, Inc.
DUNS: 130857444 CAGE Code: 1BR51
Status: Active

5870 Tennyson St
Arvada, CO, 80003-6903,
UNITED STATES

Expiration Date: 04/18/2015

Purpose of Registration: All Awards

[Entity Overview](#)

[Entity Record](#)

[Core Data](#)

[Assertions](#)

[Reps & Certs](#)

[POCs](#)

[Reports](#)

[Service Contract Report](#)

[BioPreferred Report](#)

[Exclusions](#)

[Active Exclusions](#)

[Inactive Exclusions](#)

[Excluded Family Members](#)

Entity Overview

Entity Information

Name: Wanco, Inc.
Doing Business As: Voltmaster America
Business Type: Business or Organization
POC Name: Shay Falch
Registration Status: Active
Activation Date: 04/18/2014
Expiration Date: 04/18/2015

Exclusions

Active Exclusion Records? No

[RETURN TO SEARCH](#)

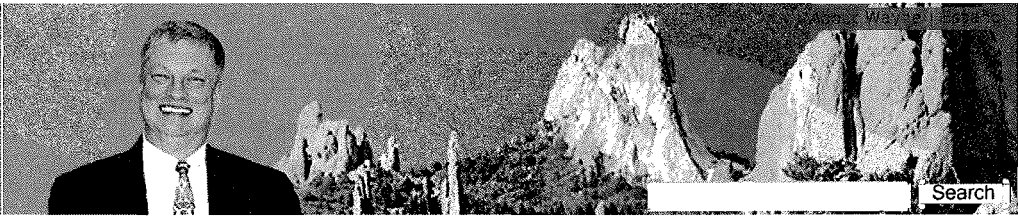
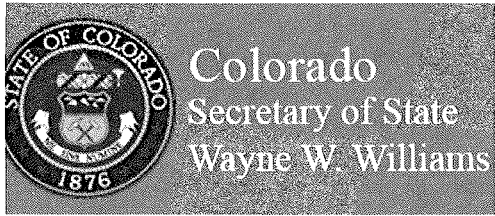
SAM | System for Award Management 1.0

IBM v1.P.24.20150116-1831

WWW1

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





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Business Search Results

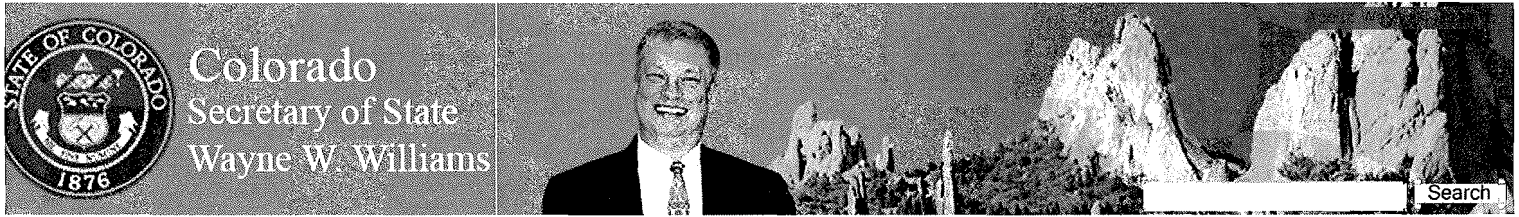
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Click on the ID Number to select your record.

Found 1 matching record(s). Viewing page 1 of 1.

#	<u>ID Number</u>	<u>Document Number</u>	<u>Name</u> ↻	<u>Event</u>	<u>Status</u>	<u>Form</u>	<u>Formation Date</u>
1	19871708682	19871708682	WANCO, INC.	Articles of Incorporation	Good Standing	DPC	01/30/1987

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Summary

Details			
Name	WANCO, INC.		
Status	Good Standing	Formation date	01/30/1987
ID number	19871708682	Form	Corporation
Periodic report month	January	Jurisdiction	Colorado
		Term of duration	Perpetual
Principal office street address	5870 TENNYSON ST, ARVADA , CO 80003, United States		
Principal office mailing address	n/a		

Registered Agent	
Name	MICHAEL J WANASZ
Street address	5870 TENNYSON STREET, ARVADA, CO 80003, United States
Mailing address	n/a

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 2015

County of Boone

In the County Commission of said county, on the

31st

day of

March

20 15

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 the Purchasing Department to dispose of the attached list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

It is further ordered the Presiding Commissioner is hereby authorized to sign said Request for Disposal forms.

Done this 31st day of March, 2015

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



MEMORANDUM

TO: Boone County Commission
FROM: David Eagle
RE: Surplus Disposal
DATE: March 23, 2015

The Purchasing Departments requests permission to dispose of the following list of surplus equipment by auction on GovDeals or by destruction for whatever is not suitable for auction.

	Asset #	Description	Make & Model	Department	Condition of Asset	Serial #
1.	8739	WOOD CHIPPER – TRAILER MOUNTED	1994 VERMEER BC1250	PUBLIC WORKS	FAIR	
3	9098	MICROWAVE		AUDITOR	POOR	REMOVE FROM INVENTORY
4	NO TAG	4 DRAWER LEGAL SIZE FILE CABINET		JJC	FAIR	
5	14375	AUTO SCRUBBER	ADVANCE – MODEL BA5321	FACILITY MAINTENANCE	FAIR	
6	NO TAG	FILE SHELVING		CIRCUIT CLERK	FAIR	
7	16739	POSTAGE MACHINE	PITNEY BOWES – MODEL DM 1000	MAIL ROOM	FAIR – NEEDS METER	
8	12727	WRAP AROUND DESK		PUBLIC ADMINISTRATOR	FAIR	

9	13355	PROJECTOR	INFOCUS LP630	SHERIFF	POOR	
10	NO TAG	TELEPHONE	NORTEL – MERIDIAN	I.T.	POOR	
11	NO TAG	TELEPHONE	MERIDIAN	I.T.	POOR	
12	9095	TELEPHONE	MERIDIAN	I.T.	POOR	
13	NO TAG	FOUR TONER CARTRIDGES	CANON – GPR-4 (3) GPR- 17 (1)	COUJNTY CLERK	NEW	

cc: Heather Acton. Auditor's office
Surplus File

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 02/17/15

FIXED ASSET TAG NUMBER: 09098

DESCRIPTION: Microwave

RECEIVED

FEB 18 2015

REQUESTED MEANS OF DISPOSAL: Dispose

BOONE COUNTY AUDITOR

OTHER INFORMATION: GE S/N: ML 981608 S

CONDITION OF ASSET: Poor *Does Not work*

REASON FOR DISPOSITION: Microwave no longer works. Cost of repair exceeds cost of replacement.

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check 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: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1110

SIGNATURE *[Signature]*

AUDITOR

ORIGINAL PURCHASE DATE 3-27-1995

RECEIPT INTO 1190-3836 HO

ORIGINAL COST \$142

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: January 12, 2015

FIXED ASSET TAG NUMBER: 8739

DESCRIPTION: 1994 Vermeer BC1250 Wood Chipper - Trailer mounted

REQUESTED MEANS OF DISPOSAL: Sell

OTHER INFORMATION: Serial Number: 4661; Hours: 2188

CONDITION OF ASSET: Fair

REASON FOR DISPOSITION: Equipment is planned for replacement in 2015.

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 8-17-94

RECEIPT INTO 2040-3835 HA

ORIGINAL COST \$ 20,562

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2742, 2741

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP 1604

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 41-2015

136-2015

DATE APPROVED 1-29-15

3-31-15

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 1/28/15

FIXED ASSET TAG NUMBER: N/A

DESCRIPTION: Legal Size – 4 drawer file cabinet

REQUESTED MEANS OF DISPOSAL:

OTHER INFORMATION:

CONDITION OF ASSET: Drawers work great, paint is fair

REASON FOR DISPOSITION: no longer need

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: as soon as possible

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: JJC

SIGNATURE Ann Schell

RECEIVED

FEB 04 2015

BOONE COUNTY
REGISTER

AUDITOR

NO DATA

ORIGINAL PURCHASE DATE _____

RECEIPT INTO 1190-3836 Ha

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

AGENCY _____

ASSET GROUP _____

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE Ann Schell

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 12-18-14

FIXED ASSET TAG NUMBER: 14375

DESCRIPTION:
ADVANCE Auto Scrubber

REQUESTED MEANS OF DISPOSAL: Gov. Deals

OTHER INFORMATION: Model BA 5321

CONDITION OF ASSET: ~~POOR~~ FAIR

REASON FOR DISPOSITION: REPLACED

RECEIVED

DEC 19 2014

BOONE COUNTY AUDITOR

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check 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:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: ^{6101.} Facility Maintenance

SIGNATURE R. Davidson

AUDITOR

ORIGINAL PURCHASE DATE 1-8-04

RECEIPT INTO 6101-3836 HA

ORIGINAL COST 3584

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2784

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : 12/11/14

FIXED ASSET TAG NUMBER: NA

DESCRIPTION: File Shelving in the Probate office along backside of Probate bathroom wall.

REQUESTED MEANS OF DISPOSAL: surplus

RECEIVED

OTHER INFORMATION:

DEC 11 2014

CONDITION OF ASSET: Fair

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: Adding a workstation

COUNTY / COURT IT DEPT. (check one) DOES DOES NOT (check one) WISH TO TRANSFER THIS ITEM FOR ITS OWN USE (this item is applicable to computer equipment only)

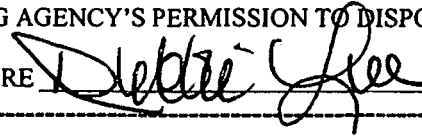
DESIRED DATE FOR ASSET REMOVAL TO STORAGE: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1221

SIGNATURE



AUDITOR

ORIGINAL PURCHASE DATE _____

No Data

RECEIPT INTO 1190-3836 Ha

ORIGINAL COST _____

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE _____

GRANT NAME _____

% FUNDING _____

ASSET GROUP _____

AGENCY _____

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

- DATE: 1/2/15 (Purchased 12/24/08) - FIXED ASSET TAG NUMBER: 16739

- DESCRIPTION: Pitney Bowes - Postage Machine Model DM1000

REQUESTED MEANS OF DISPOSAL: Remove from Mail Room. Postage meter removed

OTHER INFORMATION:

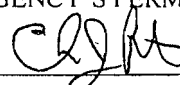
- CONDITION OF ASSET: Purchased 12/24/08

- REASON FOR DISPOSITION: Replacement

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check 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: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

- DEPARTMENT: Mail Room 1194 - SIGNATURE 

RECEIVED

FEB 10 2015

BOONE COUNTY AUDITOR

AUDITOR

ORIGINAL PURCHASE DATE 12-24-08

RECEIPT INTO 2110-3835 HQ

ORIGINAL COST \$13,447.00

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2788

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

DOCUMENTATION ATTACHED (Y/N) _____

TRANSFER CONFIRMED _____

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

____ TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

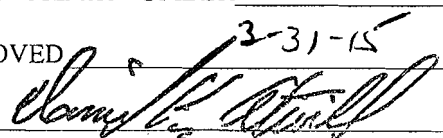
INDIVIDUAL _____

____ TRADE _____ AUCTION _____ SEALED BIDS

____ OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 136-2015

DATE APPROVED 3-31-15

SIGNATURE 

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

RECEIVED

FEB 13 2015

BOONE COUNTY AUDITOR

DATE : 02/11/2015

FIXED ASSET TAG NUMBER: 12727

DESCRIPTION: wrap around desk

REQUESTED MEANS OF DISPOSAL: no longer need in our office

OTHER INFORMATION:

CONDITION OF ASSET: not good

REASON FOR DISPOSITION: getting new desk

COUNTY / COURT IT DEPT. (check one) DOES / DOES NOT (check 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: new desk is being delivered 2/23/2015

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1200

SIGNATURE *Cathy B Richards*

AUDITOR

ORIGINAL PURCHASE DATE 12-7-00

RECEIPT INTO 1190-3836 HA

ORIGINAL COST \$1,084

GRANT FUNDED (Y/N) N

ORIGINAL FUNDING SOURCE 2731

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1602

AGENCY _____

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 136-2015

DATE APPROVED 3-7-15

SIGNATURE *[Signature]*

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE : December 15, 2014

FIXED ASSET TAG NUMBER: 00013355

DESCRIPTION INFOCUS LP630
PROJECTOR

REQUESTED MEANS OF DISPOSAL: SELL

OTHER INFORMATION:

CONDITION OF ASSET: VERY POOR - PURCHASED 2002

REASON FOR DISPOSITION: REPLACEMENT

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: *As soon as possible. In GC Room 123.*

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO

IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: SHERIFF

SIGNATURE *Judy*

AUDITOR

ORIGINAL PURCHASE DATE 6-6-02
ORIGINAL COST \$4,408.49
ORIGINAL FUNDING SOURCE 2744
ASSET GROUP 1604

RECEIPT INTO 1190-3836 HA
TRANSFER CONFIRMED Grant Funded

COUNTY COMMISSION / COUNTY CLERK

APPROVED DISPOSAL METHOD:

TRANSFER DEPARTMENT NAME _____ NUMBER _____

LOCATION WITHIN DEPARTMENT _____

INDIVIDUAL _____

TRADE AUCTION SEALED BIDS

OTHER EXPLAIN _____

COMMISSION ORDER NUMBER 136-2015

DATE APPROVED 3-31-15

SIGNATURE *Samuel H. Atwell*

RECEIVED

DEC 16 2014

BOONE COUNTY AUDITOR

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3/12/15 FIXED ASSET TAG NUMBER: NONE
DESCRIPTION: NORTEL - MERIDIAN PHONE

RECEIVED

MAR 12 2015

BOONE COUNTY AUDITOR

REQUESTED MEANS OF DISPOSAL: ANY
OTHER INFORMATION: USED
CONDITION OF ASSET: POOR
REASON FOR DISPOSITION: NO LONGER WORKS

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: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1170

SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE

NO DATA

RECEIPT INTO

1190-3836 HQ

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3/12/15 FIXED ASSET TAG NUMBER: NONE

DESCRIPTION: MERIDIAN PHONE

RECEIVED

REQUESTED MEANS OF DISPOSAL: ANY

MAR 12 2015

OTHER INFORMATION:

BOONE COUNTY AUDITOR

CONDITION OF ASSET: used

REASON FOR DISPOSITION: VOLUME DOES NOT CHANGE

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: ASAP

WAS ASSET PURCHASED WITH GRANT FUNDING? YES
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1170

SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE

NO DATA

RECEIPT INTO

3836-HA

ORIGINAL COST

GRANT FUNDED (Y/N)

ORIGINAL FUNDING SOURCE

GRANT NAME

% FUNDING

AGENCY

ASSET GROUP

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3/12/15

FIXED ASSET TAG NUMBER: 09095

DESCRIPTION: MERIDIAN PHONE

RECEIVED

MAR 12 2015

REQUESTED MEANS OF DISPOSAL: ANY

BOONE COUNTY AUDITOR

OTHER INFORMATION:

CONDITION OF ASSET: USED

REASON FOR DISPOSITION: VOLUME CONTROL DOESNT WORK

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:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1170

SIGNATURE [Signature]

AUDITOR

ORIGINAL PURCHASE DATE 6-23-95

RECEIPT INTO 1190-38364a

ORIGINAL COST 176.73

GRANT FUNDED (Y/N) _____

ORIGINAL FUNDING SOURCE 2782

GRANT NAME _____

% FUNDING _____

ASSET GROUP 1604

AGENCY _____

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 136-2015

DATE APPROVED 3-31-15

SIGNATURE [Signature]

BOONE COUNTY

REQUEST FOR DISPOSAL/TRANSFER OF COUNTY PROPERTY

DATE: 3/13/15 FIXED ASSET TAG NUMBER: None

DESCRIPTION: Toner Cartridges for Canon Copiers, GPR-4(3) and GPR-17(1)

REQUESTED MEANS OF DISPOSAL: Give to other dept. that can use

RECEIVED

OTHER INFORMATION:

MAR 13 2015

CONDITION OF ASSET: New

BOONE COUNTY AUDITOR

REASON FOR DISPOSITION: Not compatible with new copiers.

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:

WAS ASSET PURCHASED WITH GRANT FUNDING? YES NO
IF YES, ATTACH DOCUMENTATION SHOWING FUNDING AGENCY'S PERMISSION TO DISPOSE OF ASSET.

DEPARTMENT: 1131 + 1132 SIGNATURE Wendy Stinson by ACF

AUDITOR
ORIGINAL PURCHASE DATE NO DATA RECEIPT INTO 1190-3836 HA
ORIGINAL COST _____ GRANT FUNDED (Y/N) _____
ORIGINAL FUNDING SOURCE _____ GRANT NAME _____
AGENCY _____
ASSET GROUP _____ 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 136-2015

DATE APPROVED 3-31-15

SIGNATURE [Signature]

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

March Session of the January Adjourned

Term. 2015

County of Boone

In the County Commission of said county, on the

31st

day of

March

20 15

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 professional services agreement with Maximus Consulting Services, Inc. of Springfield, IL for the Cost Allocation Plan for the Auditor's Office.

The terms of the agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement to Provide Professional Consulting Services.

Done this 31st day of March, 2015

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

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

MEMORANDUM

TO: Boone County Commission
FROM: Melinda Bobbitt, CPPO, CPPB
DATE: March 24, 2015
RE: Maximus Consulting Services, Inc. Professional Services Agreement

Attached is an professional services agreement with Maximus Consulting Services, Inc. of Springfield, Illinois for the Cost Allocation Plan for the Auditor's office. The plan will be based on actual costs for the year ended December 31, 2014.

Total cost of contract is \$7,500.00 from department 1190 – non-departmental, account 71101 – professional services. \$10,000 was budgeted for the Cost Allocation Plan for 2015.

ATTACHMENT: Professional Services Agreement

cc: June Pitchford, Auditor
Contract File

**AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING
SERVICES
FOR
COST ALLOCATION PLAN**

THIS AGREEMENT dated the 31st day of March 2015 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **MAXIMUS Consulting Services, Inc.**, 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 Agreement for **Cost Allocation Plan Consulting Services**, the Insurance and Indemnity Clauses, Contract with Boone County, Missouri, Contractor Proposed Work Plan, Work Authorization Certification. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. In the event of conflict between any of the foregoing documents, the terms, conditions, provisions and requirements contained in this Agreement and the Insurance and Indemnity Clauses – Contract with Boone County, Missouri, shall prevail and control over the Proposed Work Plan and attached exhibits.

2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to furnish Professional Consulting Services to the County, as described herein. Costs for for said services for year ended December 31, 2014 shall be Seven Thousand Five Hundred Dollars (\$7,500.00).

3. **Contract Duration** - This agreement shall commence upon date of agreement and shall continue until completed, which shall be prior to June 30, 2015.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Auditor for services described in the proposal specifications upon completion of the work. The County agrees to pay all invoices within thirty days of receipt of a correct and valid invoice. 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.

5. **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.

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

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. Either party may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if key personnel providing services are changed such that in the opinion of the Boone County commission delivery of services are or will be delayed or impaired, or if services are otherwise not in conformity with proposal specifications, or if services are deficient in quality in the sole judgment of County, or
- c. If appropriations are not made available and budgeted for any calendar year to fund this agreement.

8. Contractor Liability –

- a. **Services and Materials to be Furnished by County.** Contractor shall provide guidance to County in determining the data required. The County acknowledges and agrees that Contractor shall be entitled to rely upon the accuracy and completeness of the data provided by the County to perform the Services. County shall provide all such data in a timely manner sufficient to allow Contractor to provide the Services. Contractor shall have no liability to County whatsoever if County provides incomplete or inaccurate data or provides data in an untimely manner.
- b. **Limitation of Liability.** County agrees that Contractor's total liability to County for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) the amount actually paid to Contractor during the contract year in which the claim arose, or (b) \$150,000. This limitation shall not apply to proven direct damages resulting from: (i) personal injury; (ii) personal property damage; and (iii) U.S. copyright infringement.

In no event shall Contractor be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

- c. **Contractor Liability if Audited.** The County represents that all financial and statistical information provided to Contractor by County, its employees and/or agents is accurate and complete to the best of County's knowledge. Contractor shall, upon notice of audit, make work papers and other records available to the auditors. Contractor's sole responsibility under an audit shall be to provide reasonable assistance to the County through the audit and to make those changes to the work product as required as a result of

137-2015

the audit. Contractor shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.

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

MAXIMUS Consulting Services, Inc.

BOONE COUNTY, MISSOURI

By: [Signature]

By: Boone County Commission

Title: Vice President

[Signature]
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

[Signature]
CJ Dykhouse, County Counselor

[Signature]
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

03/25/15
Date

1190 / 71101 / \$7,500.00
Appropriation Account

PROPOSED WORK PLAN

MAXIMUS will perform and carry out in a good and professional manner the following services:

Central Services Cost Allocation Plan (CAP)

The first phase involves development of central services cost allocation plan that identifies the general fund indirect costs incurred by the County to support and administer direct County departments. The Plan will contain a determination of the allowable costs of providing each support service such as County administration and purchasing, facility management and utilities, data information services, disbursement processing, mail delivery, etc. The Plan will be based on actual costs for the year ended December 31, 2014. The steps involved in completion of the Plan include, but are not limited to, the tasks as described below:

- Task 1:Determine available financial information. This task involves identifying the sources of financial information to be used. At a minimum, the annual year-end expenditure reports for the affected central services departments, a County organization chart and chart of accounts are required. Additional financial reports and payroll summary reports issued by the County will be used if available and as necessary. Centrally budgeted indirect costs for county and employee insurance and other centrally paid general costs will be reviewed for possible inclusion in the central services cost allocation plan. Building use charges and appropriate equipment use charges will be calculated in accordance with federal (OMB Circular A-87) requirements and included in the pool of costs to be allocated.
- Task 2:Classify all Department units and other costs. After reviewing the latest organizational charts, all cost centers/organizational units are reviewed to insure their proper classification as direct or indirect. This task is required to insure that only allowable activities are allocated and that all units or programs are properly recognized in the allocation procedures.
- Task 3:Document administrative departments, functions and costs. The task focuses on identifying those units with responsibility for providing services to other units within the Department. These are typically performing such services as accounting, auditing, personnel and purchasing, information systems support, etc. We will determine the best means for identifying the cost of central service activities and costs. Building use charges will be allocated based on actual square footage occupied. Equipment use charges will be based on the actual inventory balances by department.
- Task 4: Prepare cost allocation schedules. For all administrative indirect units, a schedule will be prepared showing the expenditures of the central indirect departments during the 2008 fiscal year. Any disallowed expenditures under OMB Circular A-87 guidelines are eliminated, and equipment use charges are added. The resulting amounts are allowable indirect costs benefiting units and programs. A summary schedule will be prepared that identifies a matrix of indirect costs allocated to all direct County departments.
- Task 5:Review of the completed cost allocation plan. As requested and necessary, we will review the cost allocation plan with the representatives of the County.

Indirect Cost Rate Proposal for the Child Support Enforcement Programs, and other Rates if requested

The second phase involves preparation of the Indirect Cost Rate Proposal and submission of material for State review. We will finalize cost indirect rate proposal for presentation to the County and to the State of Missouri Department of Social Services (DSS), Office of Child Support Enforcement (CSE). The Proposal will be finalized in the format required for presentation to the State.

The required documents for the Family Support Program indirect rates include:

- Required A-87 Certification
- Description of services provided and method of allocation
- Summary of directly claimed CSE costs in the Office of the Prosecuting Attorney and the Circuit Clerk CSE component.
- Summary of indirect costs for each of the two offices (from the cost allocation plan)
- Summary of the direct wage “base” in the Prosecuting Attorney’s office used in the calculation of the indirect rate.
- Proposed indirect rate for the Prosecuting Attorney’s CSE Program. The rate will be proposed as a final rate for FY 2014 and a provisional rate for periods after FY 2014.
- Calculation of the final allocated indirect amount specifically for the Circuit Clerk CSE program. Unlike the PA program, the Circuit Court reimbursement methodology does not actually use an indirect rate.

Review and Negotiation of Plan and Proposal

MAXIMUS is prepared to negotiate the indirect cost rate proposal with the State Office of Child Support Enforcement. We will assist the County in all aspects of the negotiation process and respond to questions and requests for additional information from the State. During this process we will keep you informed and seek to secure the fairest possible agreement. We will provide assistance in monitoring claims to the State for recovery of funds due the County.

**INSURANCE AND INDEMNITY CLAUSES – CONTRACT WITH BOONE COUNTY,
MISSOURI**

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of 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. The insurance companies shall be reasonably 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.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees. Workers 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 under this Contract at the site of the work is not protected under the Workers 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.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages caused by the contractor. Any subcontractors used shall also take out and maintain during the life of this contract, commercial general liability as stated herein. The amounts of insurance shall be not less than \$1,000,000.00 per occurrence/\$2,000,000 aggregate covering both bodily injury and property damage, including accidental death. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. However, the Annual Aggregate limit on the General Liability policy shall be twice the Occurrence limit. Contractor agrees to include the County as an Additional Insured on the General and Auto Liability policies.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage use of owned automobiles; hired automobiles; and non-owned automobiles.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and

business automobile liability insurance shall name County of Boone - Missouri as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured on the commercial general, business auto, and umbrella or excess liability policies, showing policy limits as required in this contract, and contain a description of the project or work to be performed. The Certificate of Insurance shall provide that there will be no cancellation or non-renewal of coverage without 30 days prior written notice to the County. 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 services provided.

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 third-party claims, damages, losses and expenses (including but not limited to reasonable attorney's fees) proximately caused by the negligent actions or willful misconduct of Contractor, its employees, agents and subcontractors, 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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Client Company ID Number: 109388
Company ID Number: 21796

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the terms by which the Social Security Administration (SSA), and the Department of Homeland Security, U.S. Citizenship and Immigration Service (DHS-USCIS) will provide information through E-Verify on behalf of MAXIMUS, INC (Employer) in order to confirm the employment eligibility of all newly hired employees of MAXIMUS, INC (Employer) following completion of the Employment Eligibility Verification Form (Form I-9).

Authority for E-Verify 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

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Designated Agent on behalf of the Employer with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of some newly hired employees.
2. The SSA agrees to provide to the Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. The SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during participation in E-Verify.
3. The SSA agrees to safeguard the information provided by the Employer through E-Verify procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the confirmation of Social Security Numbers and for evaluation of E-Verify or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

Revised: July 18, 2007

Client Company ID Number: 109388
Company ID Number: 21796

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

INFORMATION REQUIRED FOR THE E-VERIFY DESIGNATED AGENT PROGRAM	
Information relating to Employer's Company:	
Company Name:	<u>MAXIMUS, INC</u>
Company Facility Address:	<u>11419 SUNSET HILLS ROAD 1891 Metro Center Drive</u> <u>RESTON, VA 20190</u>
County or Parish:	<u>FAIRFAX</u>
Employer Identification Number:	<u>541000588</u>
North American Industry Classification Systems Code:	<u>541</u>
Parent Company:	<u>MAXIMUS, INC</u>
Number of Employees:	<u>5,000 to 9,999</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2014

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).

PRODUCER MARSH USA INC. SUITE 400 1255 23RD STREET, N.W. WASHINGTON, DC 20037 Attn: DC.CertRequestSiebel@marsh.com 500625-XS-UMB-14-15	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D : Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co	19682	INSURER B : Twin City Fire Insurance Co	29459	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D : Trumbull Insurance Company	27120	INSURER E :		INSURER F :
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INSURER E :														
INSURER F :														

COVERAGES **CERTIFICATE NUMBER:** CLE-003686391-19 **REVISION NUMBER:** 3

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			42UENZW3578	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000.00 MED EXP (Any one person) \$ 10.00 PERSONAL & ADV INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 2,000.00 PRODUCTS - COMP/OP AGG \$ 2,000.00 \$				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			42UENZW3578	05/01/2014	05/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ 0			42RHUTE5713	05/01/2014	05/01/2015	EACH OCCURRENCE \$ 1,000.00 AGGREGATE \$ 1,000.00 \$				
D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <table style="float: right; margin-left: 20px;"> <tr> <td>Y / N</td> <td></td> </tr> <tr> <td>N</td> <td>N / A</td> </tr> </table>	Y / N		N	N / A			42WNMG3740 (AOS) 42WBRMG3741 (WI)	05/01/2014 05/01/2014	05/01/2015 05/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000.00
Y / N											
N	N / A										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
BOONE COUNTY MISSOURI IS INCLUDED AS ADDITIONAL INSURED (EXCEPT WORKERS COMPENSATION) WHERE REQUIRED BY WRITTEN CONTRACT AND ALLOWED BY LAW.

CERTIFICATE HOLDER BOONE COUNTY MISSOURI 601 E. WALNUT, ROOM 208 COLUMBIA, MO 65201	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

31st

day of

March

20 15

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

Now on this day the County Commission of the County of Boone does hereby award bid 10-26FEB15 – Chip Seal Pavement Preservation 2015 to Missouri Petroleum Products Company, LLC of St. Louis, MO.

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

*my
3/31/15*

Done this 31st day of March, 2015.

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 Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, Senior Buyer *ES*
DATE: March 23, 2015
RE: 10-26FEB15 - Chip Seal Pavement Preservation - 2015

10-26FEB15 - 2015 Chip Seal Pavement Preservation for Boone and Callaway Counties opened on February 26, 2015. Three bids were received and Resource Management recommends award by low bid to Missouri Petroleum Products Company, LLC of St. Louis, Missouri.

Contract amount for Boone County quantities is **Six Hundred Seventy Six Thousand, Six Hundred Eighty Eight Dollars and Seventeen Cents (\$676,688.17)**.

\$700,000.00 was budgeted for this contract and invoices will be paid from department 2041 – Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs.

Attached is a spreadsheet showing the bid tabulation on the top for both Boone County and Callaway quantities with Engineer's Estimate, and the bottom tabulation showing Boone County quantities only with bid totals, for your information.

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

ATT: Bid tabulation spreadsheet

10-26FEB15 - 2015 PRESERVATION CHIP SEAL FOR BOONE & CALLAWAY COUNTIES

CLOSING DATE: Thursday, February 26, 2015

BID TABULATION				ENGINEER'S ESTIMATE		Chester Bross Construction Co.		Missouri Petroleum		Vance Brothers	
Bid Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.8.1.	3/8" Preservation Chip Seal Treatment	SY	558,458	\$1.82	\$1,016,393.56	\$1.89	\$1,055,485.62	\$1.695	\$946,586.31	\$1.66	\$927,040.28
4.8.2.	Temporary Centerline Markers (Spaced 40' o/c)	EA	2,300	\$1.00	\$2,300.00	\$0.75	\$1,725.00	\$0.60	\$1,380.00	\$0.60	\$1,380.00
4.8.3.	Additional Post-Sweeping (per Section 2.33.3.2.1.)	SY	558,458	\$0.05	\$27,922.90	\$0.03	\$16,753.74	\$0.03	\$16,753.74	\$0.08	\$44,676.64
BID TOTAL					\$1,046,616.46		\$1,073,964.36		\$964,720.05		\$973,096.92
4.8.4.	Minimum Quantity Required for Additional Post-Sweeping (per Section 2.33.3.2.1)						100,000		70,000		20,000

BID TABULATION				Boone County Qty		Chester Bross Construction Co.		Missouri Petroleum		Vance Brothers	
Bid Item	Description	Unit	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
4.8.1.	3/8" Preservation Chip Seal Treatment	SY	391,483			\$1.89	\$739,902.87	\$1.695	\$663,563.68	\$1.66	\$649,861.78
4.8.2.	Temporary Centerline Markers (Spaced 40' o/c)	EA	2,300			\$0.75	\$1,725.00	\$0.60	\$1,380.00	\$0.60	\$1,380.00
4.8.3.	Additional Post-Sweeping (per Section 2.33.3.2.1.)	SY	558,458			\$0.03	\$11,744.49	\$0.03	\$11,744.49	\$0.08	\$31,318.64
BID TOTAL							\$753,372.36		\$676,688.17		\$682,560.42
4.8.4.	Minimum Quantity Required for Additional Post-Sweeping (per Section						100,000		70,000		20,000

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, 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 Six Hundred Seventy-Six Thousand Six Hundred Eighty-Eight and 17/100 Dollars (\$676,688.17) 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

3-31-15

entered into

a Contract with Owner for:

Project Name: Chip Seal Pavement Preservation 2015, Boone County, Missouri

Project No.: 10-26FEB15

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.

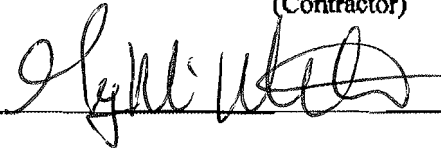
IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-in-Fact at

St. Louis, Missouri / Kansas City, Missouri on this _____ day of _____, 20__.

Missouri Petroleum Products Company LLC

(Contractor)

(SEAL)

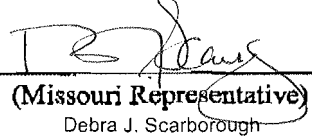
BY:  _____

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. 6875825

American Fire and Casualty Company
The Ohio Casualty Insurance Company

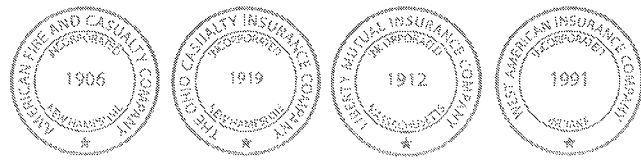
Liberty Mutual Insurance Company
West American Insurance Company

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, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braile; Claudia Mandato; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhmester; Mary T. Flanigan; Patrick T. Pribyl; Rebecca A. Lilley; Rebecca S. Gross; Tahitia M. Fry; 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 19th day of February, 2015.



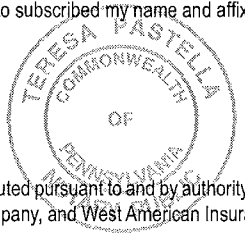
American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

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

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of February, 2015, 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.

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, 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 defined, in the amount of

Six Hundred Seventy-Six Thousand Six Hundred Eighty-Eight and 17/100

Dollars,

(\$ 676,688.17

), 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

3-31-15

entered into

a Contract with Owner for:

Project Name: Chip Seal Pavement Preservation 2015, Boone County, Missouri

Project No.: 10-26FEB15

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

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

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

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

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

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

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

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

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

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

_____ , on this _____ day of _____ , 20 _____ .

CONTRACTOR: Missouri Petroleum Products Company LLC (Seal)

BY: [Signature]

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]

Debra J. Scarborough (Attorney-in-Fact)

BY: [Signature]

Debra J. Scarborough (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: Brian Gunsallus
Address: 8700 Indian Creek Parkway, Suite 350
Overland Park, KS 66210

Phone Number: (913) 319-7014

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. 6875826

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, C. Stephens Griggs; Charissa D. Lecuyer; Charles R. Teter, III; Christy M. Braille; Claudia Mandato; Debra J. Scarborough; Evan D. Sizemore; Jeffrey C. Carey; Larissa Smith; Laura M. Buhmester; Mary T. Flanigan; Patrick T. Pribyl; Rebecca A. Lilley; Rebecca S. Gross; Tahitia M. Fry; 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 19th day of February, 2015.

American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

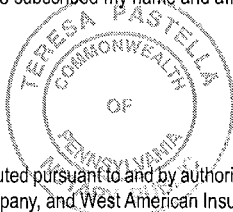
By: David M. Carey
David M. Carey, Assistant Secretary



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of February, 2015, 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.



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:

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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.

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 Company, 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 10-26FEB15
CHIP SEAL PAVEMENT PRESERVATION 2015
BOONE COUNTY, MISSOURI**

and agrees to perform all the work required by the contract as shown on the plans and specifications, for the bid items and quantities for Boone County as listed below:

	Boone County		
	quantities	Unit Price	Extended Price
4.8.1. 3/8" Preservation Chip Seal Treatment	391,483 SY	\$1.695	\$663,563.68
4.8.2. Temporary Centerline Markers	2,300 EA	\$0.600	\$ 1,380.00
4.8.3. Additional Post-Sweeping (per Section 2.33.3.2.1.)	391,483 SY	\$0.030	<u>\$ 11,744.49</u>
TOTAL			\$676,688.17

The contract award for Boone County's Chip Seal Pavement Preservation for 2015 is to **be in the amount of \$676,688.17.**

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.

138-2015

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

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 **Boone County Roadway Regulations Chapter II or the Missouri Standard Specifications for Highway Construction Current Edition, hereinafter the MoDOT Standard Specifications.** 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. 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 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.

138-2015

The Owner agrees to pay the Contractor in the amount: **\$676,688.17.**

Six Hundred Seventy Six Thousand, Six Hundred Eighty Eight Dollars and Seventeen Cents (\$676,688.17)

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

OWNER, BOONE COUNTY, MISSOURI

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

By: GREG McMURTREY
Authorized Representative Printed Name
Title: PRESIDENT

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

ATTEST:
Wendy S. Noren
Wendy Noren, County Clerk *mg*

AUDITOR CERTIFICATION

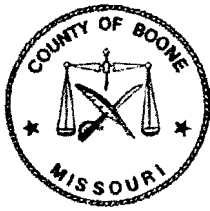
In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation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

[Signature]
Signature *by cgd*

3/24/15
Date

2041 / 71202 - \$678,688.17

Appropriation Account



BOONE COUNTY, MISSOURI
Request for Bid #: 10-26FEB15 – 2015 Preservation Chip Seal Pavement Preservation
for Boone & Callaway Counties

ADDENDUM #1 - Issued February 20, 2015

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.

The following clarifications/changes are made as a result of the pre-bid conference which was held February 17, 2015 at 10:00 am in the County Government Center. Attendance sheet is attached for bidders' information.

- 1) Section 2.33. SPECIAL PROVISIONS, Item 2.33.1.4.

Change to read as follows:


The emulsion application rate will be determined by the engineer based on a site by site evaluation. Application rates shall range from **0.38 to 0.45** gallons per square yard per lift.

- 2) Section 2.33. SPECIAL PROVISIONS, Item 2.33.2.1 Distributor:

Clarification as follows:

As often as possible, chip application is expected to be performed full width of road to produce a seamless surface. As noted in Section 2.33.1.4 oil distributors are not required to accommodate full width application, but requirements of Section 2.33.4.1 will be adhered to. In the past this has been accomplished with two distributors working in tandem. If contractor desires to use a single distributor capable of full width application it will be allowed.

By:


Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid# **10-26FEB15 – 2015 Preservation Chip Seal Pavement Preservation for Boone & Callaway Counties**, receipt of which is hereby acknowledged:

Company Name:

Missouri Petroleum Products LLC

Address:

1620 Woodson St. Louis MO 63114

Phone Number:

314-991-2180 #238

Fax Number:

314-991-4037

E-mail:

tmp@MissouriPetroleum.com

Authorized Representative Signature:



Date:

2-23-15

Authorized Representative Printed Name:

Tim Parker

**PRE-BID CONFERENCE
SIGN IN SHEET**

Tuesday, February 17, 2015 at 10:00 A.M. CST

10-26FEB15 - 2015 PRESERVATION CHIP SEAL FOR BOONE & CALLAWAY COUNTIES

	Representative Name	Business Name	Telephone Number	Fax Number
1.	Amy Robbins	Boone County Purchasing	573-886-4392	573-886-4390
2.	Pat Palmer	MISSOURI PETROLEUM	314.330.8687	314.921.9624
3.	Mike DeGraff	VANCE BROTHERS	816-225-9284	660-826-1779
4.	Charles Main	Chester Bross Construction	573-795-5209	
5.	Elizabeth Sanders	Boone County Ranching	573-886-4393	573-886-4392
6.	Dan Haid	Boone County		
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Pavement Preservation 2015

Project No.: 10-26FEB15

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 Primary Specifications 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.

Bid #10-26FEB15

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.

4. Response Form

4.1. Company Name: Missouri Petroleum Products Company, LLC

4.2. Address: 1620 Woodson Road

4.3. City/Zip: St. Louis, MO 63114

4.4. Phone Number: 314-991-2180

4.5. Fax Number: 314-991-4037

4.6. Federal Tax ID: 43-1845744

- 4.6.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.7. Prompt Payment Terms: Net

4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.8. PRICING

Description	Unit	Qty.	Unit Price	Total
4.8.1. 3/8" Preservation Chip Seal Treatment	SY	558,458	\$ 1.695	\$946,586.31
4.8.2. Temporary Centerline Markers (Spaced 40' o/c) <i>*Note: Quantity shown is the Boone County estimated quantity. Callaway County does not plan to install centerline markers but this pricing shall be available to both Boone and Callaway Counties to use at their discretion.</i>	EA	2,300	\$.60	\$ 1,380.00
4.8.3. Additional Post-Sweeping (per Section 2.33.3.2.1.)	SY	558,458	\$.03	\$16,753.74
4.8.4. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.3.2.1.		70,000		
Bid Total				\$964,720.05

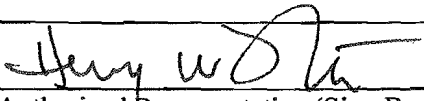
All items shown on the project plan sheets and not included in the above bid items shall be deemed incidental to the project and included in the unit prices given. In case of error in the extension, the unit price times the estimated quantity will govern.

4.9. The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

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>
<u>February 20, 2015</u>	<u>#1</u>
_____	_____
_____	_____

4.9.1. List all Sub-Contractors planned to be utilized on this project: No Subcontractors
will be used on this project

4.9.2. Authorized Representative (Sign By Hand):


Henry W. Schmitt
4.9.3. Type or Print Signed Name: _____

4.9.4. Today's Date: 2/23/15

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 83 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
Chipseal	Boone County	718,192.50	100%
Chipseal	Callaway County	112,953.01	100%
Chipseal	Lincoln County	490,808.34	100%

3. General type of work preformed:

Chip Seal

4. There has been no default in any contract completed or un-completed except as noted below:

- (a) Number of contracts on which default was made: -0-
(b) Description of defaulted contracts and reason therefore:

5. List references:

See Attached

Dated at Missouri Petroleum Products Co., LLC

this 23rd day of February, 2015

Missouri Petroleum Products Co., LLC
Name of Organization(s)

By 
(Signature)

Vice President
(Title of Person Signing)

REFERENCES:

2008 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
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>
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

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
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

Site	Address	Representative	Size
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

Site	Address	Representative	Size
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

REFERENCES:

2014 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Lincoln County	201 Main St Troy, MO 63379	Dan Colbert	225,000
Boone County Various Streets	Boone County, MO 601 E. Walnut Columbia, MO 65201	John Watkins (573) 449-8515	400,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	George Schmidt 636-828-5777	72,000
City of Sturgeon	303 Station Drive Sturgeon, MO 65284	Gary Lear 573-687-3321	20,000



Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain

Aggregate Type: 3/8" x 1/4"

Aggregate Application Rate: 22 pounds/square yard

Emulsion Source: Bi-State Emulsions

Emulsion Type: CHFRS-2P with BASF blending agent

Emulsion Application Rate 0.38 gallons/square yard

Patrick G. Palmer P.E.

2.20.15

Date

Prepared for: Boone County/Callaway County
2015 Preservation Chip Seal
10-26FEB15

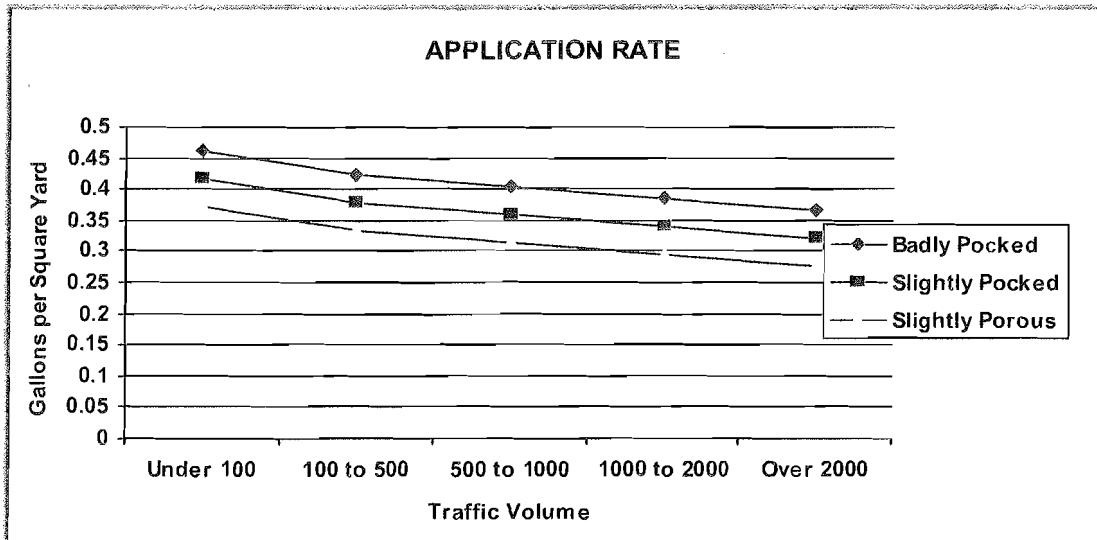
Test results, opinions, or interpretations are based on material supplied by the client. This is for the exclusive use of the client to which it is addressed. No reproduction or facsimile in any form should be made without the client's written permission. Missouri Petroleum assumes no liability and makes no warranty expressed or implied as to the material or the products or processes contained in this report.

SEAL COAT DESIGN

ID	1	Sample	Project	Location	Sampled	Tested	Test ID	Agg ID
		sample1	Boone CO	Various	2/16/2015	2/17/2015		
PERCENT					AggType	IM Trap	Binder ID	
Passing 1/2		100			Agg Size	3/8x1/4	Binder Type	CHFRS2P
Passing 3/8		98						
Passing 1/4		52	Retained 1-3/4		0	Passing 1-3/4		0
Passing No 4		18	Retained 3/4-1/2		0	Passing 3/4-1/2		0
Passing No 8		3	Retained 1/2-3/8		36	Passing 1/2-3/8		139
Passing No 16		1	Retained 3/8-1/4		66	Passing 3/8-1/4		152
Passing No 50		1	Retained 1/4-No 4		99	Passing 1/4-No 4		135
Passing No 200		0						

MEDIAN	0.25	Waste	1.05	Residual Asphalt	0.67
FLAKINES	0.68	Traffic	0.7	COVER	22.16942
ALD	0.21	Surface	0.06	FLAT	0.341435
Bulk SG	2.627	Aggregate Absorption	0.4	NOT FLAT	0.3784876
Loose UW	81.9	Absorption Correction	0	GRAPH VALUES Below (Gal/SY)	
	0.5003807				

Traffic Factor	Badly Pocked	Slightly Pocked	Slightly Porous	Vehicles / Day
0.6	0.3661	0.3213	0.2766	Over 2000
0.65	0.3854	0.3406	0.2959	1000 to 2000
0.7	0.4047	0.36	0.3152	500 to 1000
0.75	0.4241	0.3793	0.3345	100 to 500
0.85	0.4627	0.4179	0.3731	Under 100



2015 Asphalt Mix Design Target Gradations

IRON MOUNTAIN TRAP ROCK COMPANY

Sieve	Grade C		Grade A1/B1		Grade A2/B2	
	3/8" x #4	Range	3/8" x 1/4"	Range	1/4" x 1/8"	Range
1/2"	100.0	100	100.0	100	100.0	100
3/8"	98.0	95-100	98.0	97-100	100.0	100
1/4"	---	---	52.0	---	98.0	97-100
#4	32.0	0-35	18.0	0-25	82.0	---
#8	6.0	---	3.0	---	25.0	0-30
#16	2.0	---	2.0	---	7.0	---
#30	1.0	---	1.0	---	2.0	---
#50	1.0	---	1.0	---	1.0	---
#100	1.0	---	1.0	---	1.0	---
#200	0.2	0-2.0	0.2	0-1.0	0.8	0-1.5
Bulk Sp. Gr.	2.629		2.627		2.545	
Eff. Sp. Gr.	2.639		2.638		2.575	
App. Sp. Gr.	2.655		2.657		2.624	
%Abs.	0.4		0.4		1.2	
FWI ID#						
Formation	Rhyolite(Porphyr)		Rhyolite(Porphyr)		Rhyolite(Porphyr)	
Ledges	1		1		1	

LUM 21.9

Pat Palmer

From: Barke, Brandon L. <blbarke@fredweberinc.com>
Sent: Monday, February 16, 2015 12:58 PM
To: Pat Palmer
Cc: Marshall, David B.
Subject: RE: 3/8" x 1/4" ITMR Information

Mr. Palmer,

I ran a statistical analysis and it looks like we average around 40% passing on the 1/4" sieve.

The loose unit weight on our IMTR 3/8"x1/4" is 81.9. Rodded unit weight is 92.9

If you need any further information, feel free to contact me.

Thanks,

Brandon Barke
Fred Weber, Inc.
Quality Control
(314) 401-2536 (Cell)
blbarke@fredweberinc.com

An Equal Opportunity Employer

From: Pat Palmer [<mailto:ppalmer@missouripetroleum.com>]
Sent: Monday, February 16, 2015 12:36 PM
To: Barke, Brandon L.
Subject:

Brandon,
Dave gave us a summary sheet for some of your Trap Rock product.
Would you be able to give me the "%passing" the 1/4" sieve on your 3/8X1/4 Trap Rock product. I also need to know the loose unit weight.

Kind regards,

Patrick Palmer, P.E.
Government Services Manager

USED 52% FROM THE HOUSE GRADATION TEST



February 20th, 2015

Mr. Tim Parker
 Missouri Petroleum
 St. Louis, MO 63114

Re: IMTR 3/8" x 1/4" – Seal Coat Aggregate – Boone County Seal Coat Project 2015

Dear Mr. Parker:

Fred Weber, Inc. certifies that the 3/8" x 1/4" (FWI product #42) supplied from our Iron Mountain Trap Rock Quarry will comply with the requirements of Section 1003 "Aggregates for Seal Coats" of the *Missouri Standard Specifications for Highway Construction*. This material meets the Grade A1 Aggregate gradation specification.

A typical gradation of this material is as follows:

Percent by Weight (Mass)

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)	
1/2"	100	100	
3/8"	98	97-100	
#4	16	0-25	
#200	0.2	0-1.0	
Deleterious Rock:	0.0%	Two Fractured Faces:	100%
Shale:	0.0%	Thin, Elongated Particles (5:1):	10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion:	2%
Total Deleterious:	0.0%	Absorption:	0.4%

If I may be of further service, please call.

Sincerely,

FRED WEBER, INC.

Material Services

Digitally signed by David B. Marshall, P.E.
 DN: cn=David B. Marshall, P.E., o=Fred Weber, Inc.,
 ou=Quality Control Manager,
 email=dbmarshall@fredweberinc.com, c=US
 Date: 2015.02.20 11:01:32 -06'00'

David B. Marshall, P.E.
 Quality Control Manager

An Equal Opportunity Employer



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

2/24/2015

Dear Mr. Parker,

The Cationic High Float Emulsion,(CHFRS-2P), manufactured at Bi-State Emulsions for the, 2015 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
Plant Manager

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

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 February 23, 20 15

Name of individual, all partners, or joint venturers:

Address of each:

N/A

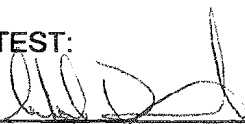
doing business under the name of:

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 23rd day of February, 20 15

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.

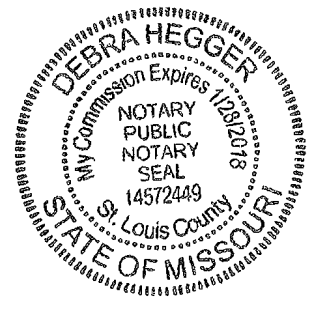
(if a corporation) that he is the Vice President
President or other agent

of Missouri Petroleum Products 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, 2018.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/23/2015

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

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


PRODUCER MCGRIFF, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Shanna Sibley PHONE (A/C, No, Ext): 800-476-2211 E-MAIL ADDRESS: ssibley@mcgriff.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Missouri Petroleum Products Company, LLC 1620 Woodson Road St. Louis, MO 63114	INSURER A : National Fire & Marine Insurance Company	NAIC # 20079
	INSURER B : Arch Insurance Company	11150
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 3WDSV6ZG **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			31PKG8897202	03/31/2015	03/31/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			31PKG8897202	03/31/2015	03/31/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			42UM010018502	03/31/2015	03/31/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	31WCI8897102	03/31/2015	03/31/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Performance of Chip Seal Pavement Preservation for Boone County- 2015
County of Boone is named as Additional Insured on General Liability, Automobile Liability and Umbrella Liability in respect to work/services performed by named Insured as per written contract.

CERTIFICATE HOLDER Boone County, MO 601 E. Ash, Rm. 111 Columbia, MO 65201	CANCELLATION 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 

(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



Signature

2/23/2015

Date

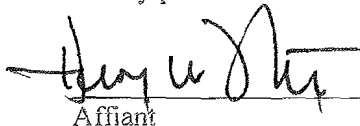
**COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of St. Louis)

State of Missouri)ss
)

My name is Henry W. Schmitt. I am an authorized agent of Missouri Petroleum Products Co., (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.

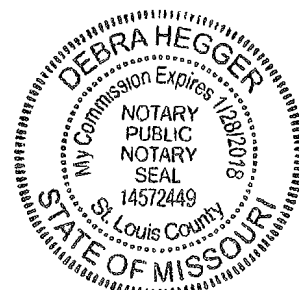
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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


_____ 2/23/15
Affiant Date

Henry W. Schmitt
Printed Name

Subscribed and sworn to before me this 23 day of February, 20 15.


Notary Public



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

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

02/09/2005

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: 1830 Woodson Road

St. Louis, MO 63114

Company Alternate
Address:

County or Parish: ST. LOUIS

Employer Identification

Number: 491068774

North American Industry

Classification System

Code: 289

Federal Contract:

Number of Employees: 100 to 499

Number of Sites Verified:

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:	Kathy M Jasmund	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 235235		
E-mail Address:	kjasmund@lionmark.com		

Name:	Michael E Drury	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 214		
E-mail Address:	mike.drury@lionmark.com		

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.

____ N/A _____
Applicant Date Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (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

N/A
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:

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 Company, 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 Henry W Schmitt
By _____
By _____

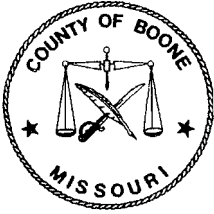
Sworn to before me this 23rd day of February, 2015

Debra Hegger
Notary Public

My Commission Expires 1/28/2018



RFB 10-26FEB15
BID DOCUMENT
IN BLANK FORM



BOONE COUNTY, MISSOURI
Request for Bid #: 10-26FEB15 – 2015 Preservation Chip Seal Pavement Preservation
for Boone & Callaway Counties

ADDENDUM #1 - Issued February 20, 2015

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.

The following clarifications/changes are made as a result of the pre-bid conference which was held February 17, 2015 at 10:00 am in the County Government Center. Attendance sheet is attached for bidders' information.

- 1) Section 2.33. SPECIAL PROVISIONS, Item 2.33.1.4.

Change to read as follows:

The emulsion application rate will be determined by the engineer based on a site by site evaluation. Application rates shall range from **0.38 to 0.45** gallons per square yard per lift.

- 2) Section 2.33. SPECIAL PROVISIONS, Item 2.33.2.1 Distributor:

Clarification as follows:

As often as possible, chip application is expected to be performed full width of road to produce a seamless surface. As noted in Section 2.33.1.4 oil distributors are not required to accommodate full width application, but requirements of Section 2.33.4.1 will be adhered to. In the past this has been accomplished with two distributors working in tandem. If contractor desires to use a single distributor capable of full width application it will be allowed.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of **Addendum #1** to Request for Bid# **10-26FEB15 – 2015 Preservation Chip Seal Pavement Preservation for Boone & Callaway Counties**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

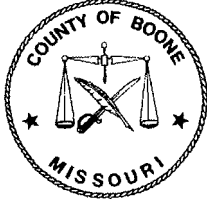
Authorized Representative Printed Name: _____

PRE-BID CONFERENCE
SIGN IN SHEET

Tuesday, February 17, 2015 at 10:00 A.M. CST

10-26FEB15 – 2015 PRESERVATION CHIP SEAL FOR BOONE & CALLAWAY COUNTIES

	Representative Name	Business Name	Telephone Number	Fax Number
1.	Amy Robbins	Boone County Purchasing	573-886-4392	573-886-4390
2.	Pat Palmer	MISSOURI PETROLEUM	314.330.8688	314.921.9624
3.	Mike DeGraff	VANCE BROTHERS	816.225.9284	660.826.1779
4.	Charles Main	Chester Brass Construction	573-795-5209	
5.	Elizabeth Sanders	Boone County Purchasing	573-886-4393	573-886-4390
6.	Dan Haid	Boone County		
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				



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

Bid Data

Bid Number: **10-26FEB15**
Commodity Title: **2015 Preservation Chip Seal Pavement Preservation for Boone & Callaway Counties**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, February 26, 2015**
Time: **1:15 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 Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Wheelchair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Thursday, February 26, 2015**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Government Center
Commission Chambers
801 E. Walnut
Columbia, MO 65201**

Pre-Bid Meeting

Day / Date: **Tuesday, February 17, 2015**
Time: **10:00 A.M. C.S.T.**
Location / Address: **Room 301
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Bid Questions Deadline: *All questions pertaining to the project must be received by 3:00 p.m. on Friday, February 20, 2015.*

Technical questions should be directed to the Project Manager

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
 - 2015 Boone County Projects & Map**
 - 2015 Callaway County Projects & Map**
- Attachment A
- Statement of Bidders Qualifications**
 - Standard Terms and Conditions**
 - Debarment Certificate**
 - Instructions for Compliance with House Bill 1549**
 - Work Authorization Certification**
 - Certification of Individual Bidder**
 - Affidavit for Certification of Individual Bidder**
 - Anti-Collusion Statement**
 - Signature and Identity of Bidder**
 - Bidder's Acknowledgement**
 - Prevailing Wage Order 21**
 - Affidavit of Compliance with OSHA**
 - Affidavit of Compliance with the Prevailing Wage Law**
 - Sample Contract Agreement**
 - *Sample Performance Bond**
 - *Sample Labor and Material Payment Bond**

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

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its 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. "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.
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 / "Party of the Second Part"** - 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.
Contractor or "Party of the Second Part" - shall mean the party having entered into contract to perform the work herein specified.
Supplier - All business(s) entities which may provide the subject goods and/or services.
"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.
- 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. A "Request for Bid" is used when the need is well defined. A "Request 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** - Any questions or clarifications concerning bid documents should be addressed to Amy Robbins, Senior Buyer, 613 E. Ash Street, Room 109, Columbia, Missouri 65201.

Telephone (573) 886-4392 Fax (573) 886-4390 E-mail: arobbins@boonecountymo.org.

- 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. **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.
- 1.7. **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.
- 1.8. 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.
- 1.9. 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.
- 1.10. **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.
- 1.11. 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.

- 1.12. **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.
- 1.13. **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.
- 1.14. **PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 1.15. **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.
- 1.16. **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."
- 1.17. **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.
- 1.18. **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.
- 1.19. **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.
- 1.20. **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.

1.21. **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.

1.22. **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.

1.23. **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:

1.23.1. **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).

1.23.2. **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.

- 1.24. **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.

2. Primary Specifications

- 2.1. **ITEMS 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 the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and perform **single layer Preservation Chip Seal treatments on the BOONE & CALLAWAY COUNTY roads listed herein using CHFRS-2P asphalt emulsion and Trap Rock.**
- 2.1.1. **DESIGNEES:**
 - **Boone County Resource Management, 801 E. Walnut, Columbia, MO 65201**
 - **Callaway County Road & Bridge, 5901 CR 302, Fulton, MO 65251**
- 2.1.2. The Bidder awarded this contract will perform the required services for the 2015 projects proposed in this bid document for both Boone and Callaway Counties. Upon award, each county will draft their own, separate contract for their county's projects. However, award will be based on unit pricing for the proposed total services.
- 2.2. **PRE-BID CONFERENCE** - An **optional** pre-bid conference has been scheduled for **February 17, 2015 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.
- 2.3. **BID QUESTIONS DEADLINE**- All questions pertaining to the project must be received by **3:00 p.m. on February 20, 2015. Technical questions should be directed to the Project Manager.**
- 2.4. **CONTRACT TIME:**
Boone County - 12 Working Days
Callaway County - 8 Working Days
- 2.5. **LIQUIDATED DAMAGES** - \$500 Per Working Day
- 2.6. **ANTICIPATED NOTICE TO PROCEED DATE** - On or about July 1, 2015. **It is preferred that the Boone County project be performed first, followed by the Callaway County project.** 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.
- 2.7. **SEEDING & EROSION CONTROL PERFORMANCE BOND AMOUNT** – None Required.
- 2.8. **PLANS & SPECIFICATIONS** – There are no additional plans or specifications for this bid other than those provided as a part of this bid document.
- 2.9. **PREVAILING WAGE** - 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.
- 2.10. 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.
- 2.11. Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.
- 2.12. **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:
 - 2.12.1. **Boone County Roadway Regulations Chapter II:** The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009

2015

- or Current Edition.
- 2.12.2. **MO-DOT Standard Specifications:** The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
- 2.12.3. **MUTCD:** The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.
- 2.13. **PAYMENT** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.14. **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.
- 2.14.1. 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.
- 2.14.2. 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.
- 2.14.3. **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.**
- 2.14.4. 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.
- 2.14.5. 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.
- 2.14.6. Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.
- 2.14.7. 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.
- 2.14.8. 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.
- 2.14.9. 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.

- 2.14.10. 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.**
- 2.14.11. 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 Section 2.3. of the bid document. 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.
- 2.14.12. 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.
- 2.14.13. 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.

- 2.15. **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.
- 2.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers 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 Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers 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 Workers 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.
- 2.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial 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 \$3,000,000.00 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 Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 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; non-owned and both on and off the site of work.
- 2.15.4. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.15.5. **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 provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. 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.
- 2.15.6. **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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

- 2.16. **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.

2.16.1. **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 and County of Callaway 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.

2.17. **PROPOSAL REQUIREMENTS AND CONDITIONS**

2.17.1. **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.

2.17.2. **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.

2.17.3. **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.

2.18. **AWARD AND EXECUTION 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.

2.19. **CONTROL OF WORK**

2.19.1. **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.

- 2.19.2. **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.
- 2.19.3. **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.
- 2.19.4. 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.
- 2.20. **CONTROL OF MATERIAL**
- 2.20.1. **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.
- 2.20.2. **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.
- 2.21. **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.
- 2.22. **PROSECUTION AND PROGRESS**
- 2.22.1. 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.
- 2.22.2. Contractor shall notify the Engineer a minimum of forty-eight hours in advance of intent to perform Work.
- 2.23. **MEASUREMENT AND PAYMENT**

- 2.23.1. 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.
- 2.23.2. No payment will be made on account of materials not yet incorporated into the work.
- 2.23.3. 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.
- 2.23.4. 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.
- 2.23.5. 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.
- 2.23.6. 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.
- 2.23.7. 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.
- 2.23.8. Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.
- 2.23.8. **Release of Retained Percentages:**
- 2.23.8.1. 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.
- 2.23.8.2. 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.

2.23.8.3. 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.

2.24. **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.

2.25. **STATE WAGE RATE REQUIREMENTS**

2.25.1. 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.

2.25.2. 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.

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

2.25.4. 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.

2.25.5. 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.

2.25.6. 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.

- 2.26. **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.
- 2.27. **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.
- 2.28. **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.

- 2.29. **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.

2.30. **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.

2.31. **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.

2.32. **METHOD OF PAYMENT** - The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

2.33. **SPECIAL PROVISIONS**

2.33.1. **3/8" Preservation Chip Seal**

2.33.1.1. 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

2.33.1.2. Bidder should submit a MO DOT approved mix design for the 3/8" Preservation Chip Seal Treatment with bid response.

2.33.1.3. 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.

2.33.1.4. The emulsion application rate will be determined by the engineer based on a site by site evaluation. Application rates shall range from 0.4 to 0.5 gallons per square yard per lift.

2.33.1.5. The aggregate application rate shall be 22-26 pounds per square yard.

2.33.1.6. 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).

2.33.1.7. All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.

2.33.1.8. Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

2.33.2. **EQUIPMENT** – The following equipment or its equivalent will be required:

2.33.2.1. 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 bitometer 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.

2.33.2.2. 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.

2.33.2.3. 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.

2.33.2.4. 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 24 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.

2.33.2.5. 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.

2.33.3. CONSTRUCTION REQUIREMENTS

2.33.3.1. 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.

2.33.3.2. 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.

2.33.3.2.1. **Additional Post-Sweeping at County's Discretion.** This sweeping would be performed approximately 30 days after treatment and will be used at the County's discretion or may not be used at all. CONTRACTOR should provide in the space provided on the bid form a minimum quantity required to perform additional sweeping.

2.33.3.2.2. 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.

- 2.33.3.3. 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.
- 2.33.3.3.1. 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.
- 2.33.3.3.2. 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.
- 2.33.3.3.3. 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 ½" 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.
- 2.33.3.3.4. 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.
- 2.33.3.3.5. 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.

2.33.4. APPLICATION OF COVER AGGREGATE

- 2.33.4.1. 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.
- 2.33.4.2. 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. Aggregates 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.
- 2.33.4.3. 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.
- 2.33.4.4. 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.

2.33.5. TRAFFIC CONTROL

- 2.33.5.1. 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.
- 2.33.5.2. 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.
- 2.33.5.3. 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.
- 2.33.5.4. 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.
- 2.33.6. **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.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your 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" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **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. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **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 proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **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.
- 3.3.1. **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.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve 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.
- 3.5. **EVALUATION PROCESS** - Our 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.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

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 Primary Specifications 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.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Fax Number: _____

4.6. Federal Tax ID: _____

4.6.1. Corporation

Partnership - Name _____

Individual/Proprietorship - Individual Name _____

Other (Specify) _____

4.7. Prompt Payment Terms: _____

4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? _____

4.8. PRICING

Description	Unit	Qty.	Unit Price	Total
4.8.1. 3/8" Preservation Chip Seal Treatment	SY	558,458	\$	\$
4.8.2. Temporary Centerline Markers (Spaced 40' o/c) <i>*Note: Quantity shown is the Boone County estimated quantity. Callaway County does not plan to install centerline markers but this pricing shall be available to both Boone and Callaway Counties to use at their discretion.</i>	EA	2,300	\$	\$
4.8.3. Additional Post-Sweeping (per Section 2.33.3.2.1.)	SY	558,458	\$	\$
4.8.4. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.3.2.1.				
Bid Total				\$

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.

4.9. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

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

DATE

ADDENDUM NUMBER

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

4.9.2. **Authorized Representative (Sign By Hand):**

4.9.3. **Type or Print Signed Name:**

4.9.4. **Today's Date:** _____

2015 Pavement Preservation Preservation Chip Seal Projects

Revised: 2-4-15

Site Number	Project	Description	Length (ft.)	Quantity (SY)
1	Old Number 7 2	From Bridge at S End to Hwy 124	15,248	41,241
2	Old Number 7 1	Dripping Springs Rd to first bridge	5,995	15,071
3	Akeman Bridge 2	Hwy VV to Wade School Rd	2,488	6,094
4	Colchester Rd	Entire Length	1,962	5,607
5	Trobridge Rd	Entire Length	2,402	6,588
6	Wade School	Akeman Bridge Rd to Mauller Rd	5,552	11,718
7	Oakland Gravel Rd 2	Prathersville Rd to Starke Ave	5,172	14,423
8	Starke Ave	Oakland Gravel Rd to City Maintenance (0.31mi W of Brown Station)	2,352	5,985
9	Wyatt Ln	Thompson Rd to EOP	2,409	6,190
10	Shady Hills Ln	~110' from Hwy 40 to 50' S of Amber Ln	436	799
11	Amber Ln	~130' from Hwy 40 to ~350' W of Shady Hills Ln	2,704	5,787
12	Gibbs Rd	I-70 Dr NW to Maintenance Ends	5,356	11,878
13	Lakeland Dr	Lakeland Acres Sub	2,579	6,501
14	Molly Ln	Lakeland Acres Sub (asphalt portion)	1,431	3,414
15	Sarah Ann Dr	Lakeland Acres Sub	368	751
16	Linda Ln	Lakeland Acres Sub	1,219	3,163
17	Gretchen Dr	Lakeland Acres Sub	452	874
18	Serenity Cir	Entire Length	592	1,875
19	Doziers Station Rd	I-70 Dr to EOP	2,998	7,289
20	Player Pl	Fairway Meadows Sub	386	1,226
21	Waldo Ct	Fairway Meadows Sub	248	986
22	Palmer Pl	Fairway Meadows Sub	265	1,033
23	Sarazen Ct	Fairway Meadows Sub	219	944
24	Hogan Dr	Fairway Meadows Sub	881	2,600
25	Snead Dr	Fairway Meadows Sub	891	2,665
26	Lema Ln	Fairway Meadows Sub	843	2,742
27	Sarazen Dr	Fairway Meadows Sub	1,394	4,380
28	Sanders Ct	Fairway Meadows Sub	369	1,411
29	Demaret Dr	Fairway Meadows Sub	2,961	10,357
30	Roseta Ave	New Haven Meadows Sub (asphalt portion)	814	3,488
31	Santa Anna Dr	New Haven Meadows Sub (asphalt portion)	1,129	3,124
32	Santa Barbara Dr	New Haven Meadows Sub	983	2,860
33	Greenfield Ct	Country Woods Sub	774	2,336
34	Wildflower Ct	Country Woods Sub	571	1,827
35	Willow Bark Ct	Country Woods Sub	579	1,854
36	Old Ridge Rd	Country Woods Sub	4,316	11,234
37	Ridley Wood St	Country Woods Sub	1,159	3,556
38	Woods Edge Rd	Country Woods Sub (asphalt portion)	288	695
39	Shag Bark Ct	Country Woods Sub	516	1,262
40	Country Woods Rd	Country Woods Sub	4,383	11,539
41	Picket Post St	Country Woods Sub	1,043	3,181
42	Cherry Bark Ct	Country Woods Sub	549	1,906
43	Rock Quarry Rd	Gans Rd to Maintenance Ends	2,681	6,981
44	Bearfield Rd	Maintenance Begins to End of Road	6,111	14,872
45	Gans Rd 2	Rock Quarry to Bearfield Rd	2,582	6,132
46	Bearfield Subdivision	Entire Length	1,281	3,525
47	Red River Dr	Entire Length	714	1,753
48	Brazos Dr	Entire Length	758	2,804
49	Sabine Dr	Hwy KK to Rte K	5,019	13,287
50	Kathy Glen Ct	Entire Length	857	2,551
51	Timber Ridge Rd	Sabine Dr to Rte K	1,268	3,307
52	Hilltop Dr 1	University Estates Sub	863	2,392
53	Campus Dr	University Estates Sub	1,211	3,625
54	Hillside Dr	University Estates Sub	469	1,632
55	Buffalo Ridge Rd	Lakota Ridge Ln to Hill Creek Rd	3,388	8,755
56	Lakota Ridge Ln	Entire Length	2,946	8,479
57	Hill Creek Rd	Rte K south to High Point Ln	7,886	18,848
58	High Point Ln	Hill Creek Rd to Rte N	9,100	21,915
59	Nashville Church Rd 1	Rte N to Andrew Sapp Rd	2,366	5,922
60	Andrew Sapp Rd	Nashville Church Rd to Hwy MM	13,432	32,249
Total			150,208	391,483

Miles = 28.4

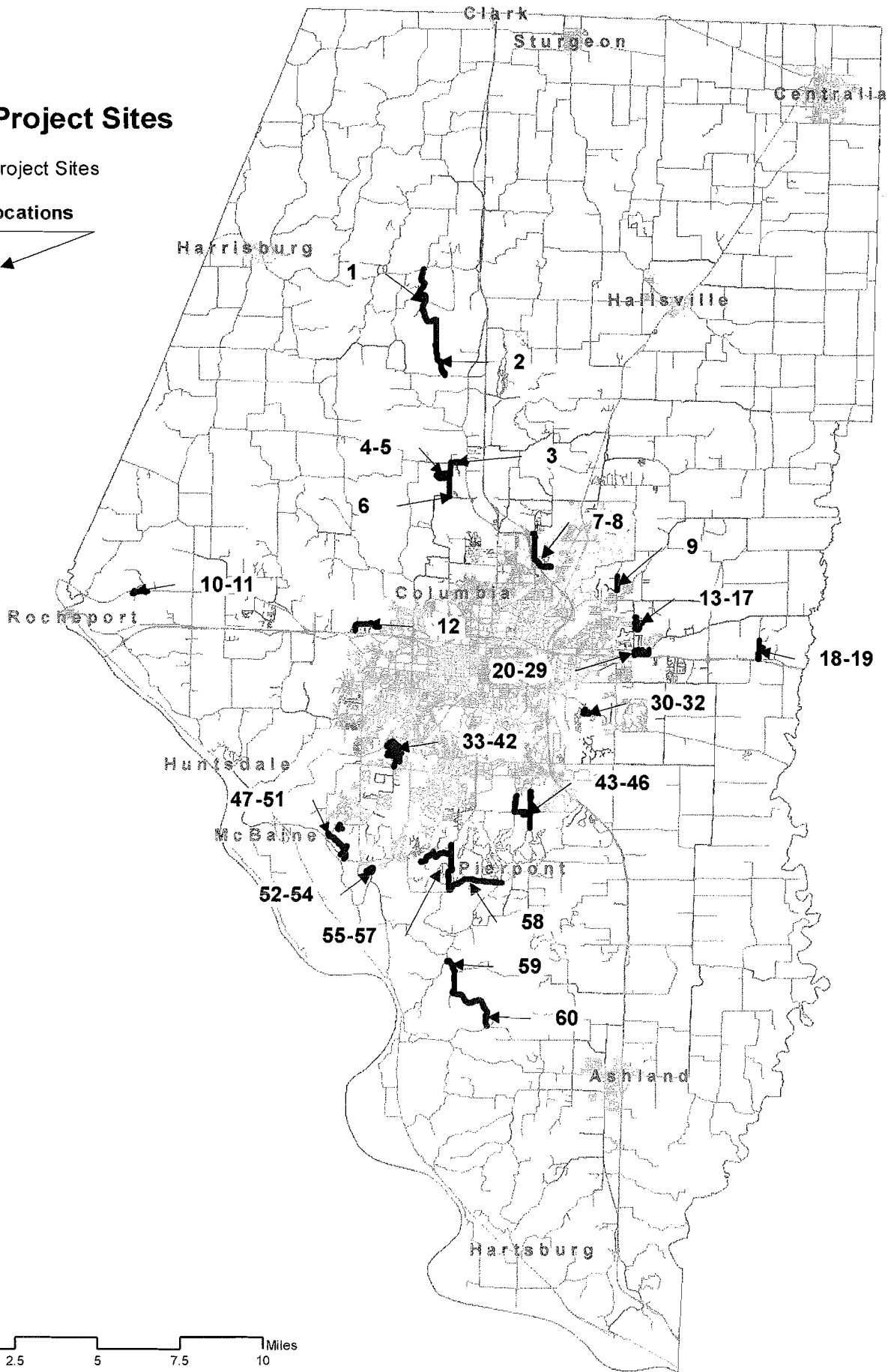


Boone County 2015 Preservation Chip Seal

2015 Project Sites

 Project Sites

 Site # Locations

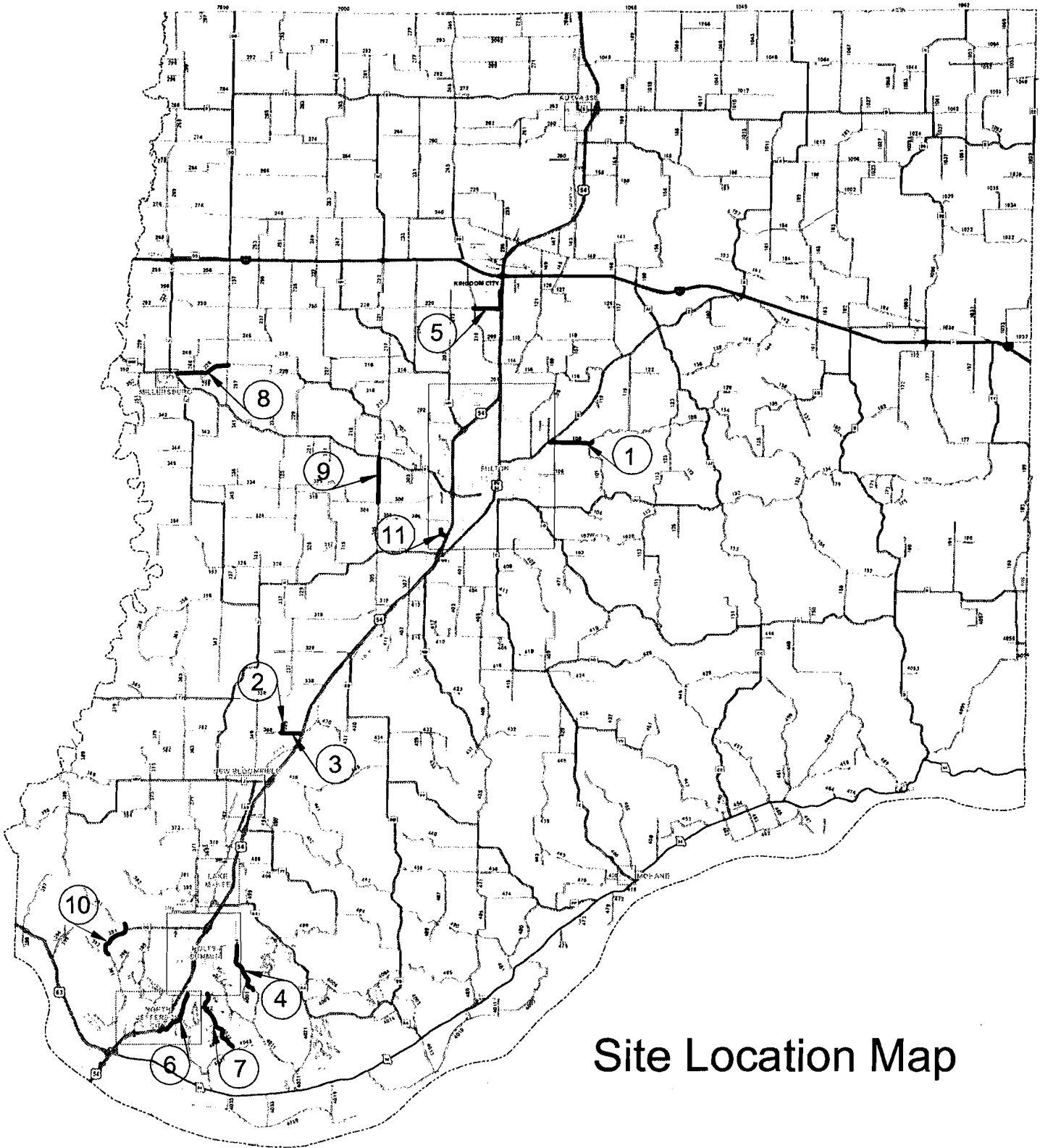


CALLAWAY COUNTY
2015 Pavement Preservation
Preservation Chip Seal Projects

Site	Project	Description	Length (ft.)	Quantity (SY)
1	108	OFF RTE Z, NE OF FULTON	7,290	16,785
2	339	HILLERS CREEK SUBDIVISION	1,420	3,677
3	348	OFF RTE 54 TO HILLERS CREEK SUB.	3,170	7,221
4	4031	HOLTS SUMMIT	8,450	19,717
5	220 / 211	KINGDOM CITY	7,555	17,209
6	4036 / 4039	HOLTS SUMMIT	8,725	20,358
7	4037	HOLTS SUMMIT	10,960	25,573
8	228	MILLERSBURG	8,180	18,632
9	305	NORTH OF 304 TO RTE F	7,345	16,760
10	391	FROM QUARRY TO THE SOUTH	6,605	15,779
11	PENDERGRAS RD	OFF 54, S/O FULTON	1,690	5,265

TOTAL 71,390 166,975

Callaway County 2015 Preservation Chip Seal



Site Location Map

ATTACHMENT A
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.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
------	-----------	--------------------	-------------------

3. General type of work performed:

4. There has been no default in any contract completed or un-completed except as noted below:

(a) Number of contracts on which default was made: _____

(b) Description of defaulted contracts and reason therefore:

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of Person Signing)

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. 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.
3. 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.
4. 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. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. 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.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. 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.
9. 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.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. 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.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. 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.
14. 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.
15. 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.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

17. 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.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

(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

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 for proof of enrollment.**

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

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 Certification of Individual Bidder (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:

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 _____

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.

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 _____.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 21

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

John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2014**

Last Date Objections May Be Filed: **April 9, 2014**

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	10/14		\$32.06	55	60	\$20.71
Boilermaker	6/14		\$33.36	57	7	\$27.95
Bricklayer and Stone Mason			\$28.30	59	7	\$15.93
Carpenter	6/14		\$24.36	60	15	\$15.05
Cement Mason	6/14		\$26.39	9	3	\$11.50
Communication Technician			\$31.04	28	7	\$12.52 + 13%
Electrician (Inside Wireman)			\$31.04	28	7	\$12.52 + 13%
Electrician (Outside-Line Construction/Lineman)	9/14		\$41.08	43	45	\$5.00 + 36.5%
Lineman Operator	9/14		\$35.46	43	45	\$5.00 + 36.5%
Groundman	9/14		\$27.42	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$43.715	26	54	\$26.755
Glazier		c	\$32.78	87	31	\$21.13 + 13.2%
Ironworker	8/14		\$28.01	11	8	\$23.09
Laborer (Building):						
General			\$21.06	42	44	\$12.49
First Semi-Skilled			\$23.06	42	44	\$12.49
Second Semi-Skilled			\$22.06	42	44	\$12.49
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/14		\$24.24	60	15	\$15.05
Marble Mason	6/14		\$21.55	124	74	\$12.79
Marble Finisher						
Millwright	6/14		\$25.36	60	15	\$15.05
Operating Engineer						
Group I	6/14		\$27.81	86	66	\$23.75
Group II	6/14		\$27.81	86	66	\$23.75
Group III	6/14		\$26.56	86	66	\$23.75
Group III-A	6/14		\$27.81	86	66	\$23.75
Group IV	6/14		\$25.58	86	66	\$23.75
Group V	6/14		\$28.51	86	66	\$23.75
Painter	6/14		\$22.00	18	7	\$11.77
Pile Driver	6/14		\$25.36	60	15	\$15.05
Pipe Fitter	7/14	b	\$35.75	91	69	\$26.68
Plasterer	6/14		\$24.94	94	5	\$11.55
Plumber	7/14	b	\$35.75	91	69	\$26.68
Roofer \ Waterproofer	9/14		\$29.30	12	4	\$14.55
Sheet Metal Worker	7/14		\$30.76	40	23	\$15.47
Sprinkler Fitter - Fire Protection	6/14		\$31.75	33	19	\$18.90
Terrazzo Worker	6/14		\$28.73	124	74	\$14.38
Terrazzo Finisher						
Tile Setter	6/14		\$21.55	124	74	\$12.79
Tile Finisher						
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I	6/14		\$25.30	101	5	\$10.70
Group II	6/14		\$25.95	101	5	\$10.70
Group III	6/14		\$25.45	101	5	\$10.70
Group IV	6/14		\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

For additional information regarding the application of the Marble Finisher, Terrazzo Finisher and Tile Finisher see the Labor and Industrial Relations Commission Order of June 10, 2014, in the Matter of Objection Nos. 006-121.

**Annual Incremental Increase

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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 \$26.71 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.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**REPLACEMENT PAGE
BOONE COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE**

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. 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.

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.

**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. 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.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

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.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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	6/14	\$30.01	7	16	\$15.05
Electrician (Outside-Line Construction)\Lineman	9/14	\$41.08	9	12	\$5.00 + 36.5%
Lineman Operator	9/14	\$35.46	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	6/14	\$23.65	32	31	\$5.00 + 23%
Groundman	9/14	\$27.42	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	6/14	\$17.44	32	31	\$5.00 + 23%
Laborer					
General Laborer	6/14	\$26.81	2	4	\$12.47
Skilled Laborer	6/14	\$26.81	2	4	\$12.47
Millwright	6/14	\$30.01	7	16	\$15.05
Operating Engineer					
Group I	6/14	\$26.89	21	5	\$23.64
Group II	6/14	\$26.54	21	5	\$23.64
Group III	6/14	\$26.34	21	5	\$23.64
Group IV	6/14	\$22.69	21	5	\$23.64
Oiler-Driver	6/14	\$22.69	21	5	\$23.64
Pile Driver	6/14	\$30.01	7	16	\$15.05
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/14	\$28.52	22	19	\$11.65
Group II	6/14	\$28.68	22	19	\$11.65
Group III	6/14	\$28.67	22	19	\$11.65
Group IV	6/14	\$28.79	22	19	\$11.65

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 anytime 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.

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

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)

OWNER:
BOONE COUNTY, MISSOURI

ATTEST:

By: _____
Daniel K. Atwill, Presiding Commissioner

Wendy Noren, County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Title: _____

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: _____



"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

"NO BID RESPONSE FORM"

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT 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 by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 10-26FEB15 – 2015 Preservation Chip Seal Pavement Preservation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

March Session of the January Adjourned

Term. 20 15

County of Boone

In the County Commission of said county, on the

31st

day of

March

20 15

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 invoice for the February 2015 Office of Emergency Management expenses in the amount of \$12,293.29

Done this 31st day of March, 2015

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



Office of Emergency Management
 2201 Interstate 70 Drive NW
 Columbia, MO 65202
 OFFICE: 573-447-5070
 FAX: 573-447-5079

Invoice

Date	Invoice #
3/12/2015	49

Bill To
 Boone County Commission
 801 E Walnut, Room 333
 Columbia, MO 65201

Quantity	Description	Rate	Serviced	Amount
1	February OEM Expenses	12,293.29		12,293.29

I, Misti Reynolds, Executive Assistant of Office of Emergency Management certifies that all Boone County Fire Protection District's procurement and spending polices have been followed and that all costs to be reimbursed were for Emergency Management services.

Misti Reynolds

Total	\$12,293.29
Payments/Credits	\$0.00
Balance Due	\$12,293.29



OFFICE OF EMERGENCY MANAGEMENT

2014 EMPG/OEM



PERSONNEL	EMPG BUDGET	Actual Expenditures for Feb 2015	Actual Expenditures Year To Date	OEM BUDGET	Actual Expenditures for Feb 2015	Actual Expenditures Year To Date	TOTAL BUDGET	Over/(Under) Total Budget
Salaries	\$ 66,394.93	\$ 4,531.29	\$ 9,056.53	\$ 95,000.00	\$ 6,500.47	\$ 12,994.89	\$ 161,394.93	(139,343.51)
Scott	\$ 13,334.70	\$ 1,023.74	\$ 2,051.48					
Josh	\$ 20,923.62	\$ 1,344.12	\$ 2,688.24					
Misti	\$ 15,740.99	\$ 906.28	\$ 1,812.56					
Martina	\$ 7,283.11	\$ 360.24	\$ 712.48					
Lee	\$ 9,112.51	\$ 694.91	\$ 1,389.77					
Fringe	\$ 8,855.60	\$ 633.77	\$ 1,083.63	\$ 50,000.00	\$ 2,532.41	\$ 4,108.90	\$ 58,855.60	(53,663.07)
Josh	\$ 3,179.48	\$ 379.52	\$ 758.06					
Misti	\$ 3,676.12	\$ 254.25	\$ 495.57					
TOTAL PERSONNEL	\$ 75,250.53	\$ 5,165.06	\$ 10,140.16	\$ 145,000.00	\$ 9,032.88	\$ 17,103.79	\$ 220,250.53	(\$193,006.59)
OPERATIONS								
Office Supplies	\$ 1,000.00	\$ 88.20	\$ 88.20	\$ 2,000.00	\$ 88.20	\$ 88.20	\$ 3,000.00	(\$2,823.60)
Public Education & Training	\$ -	\$ -	\$ -	\$ 2,000.00	\$ 243.13	\$ 396.75	\$ 2,000.00	(\$1,603.25)
EOC Maintenance (Everbridge & Generator)	\$ 1,153.00	\$ -	\$ -	\$ 1,705.00	\$ -	\$ -	\$ 2,858.00	(\$2,858.00)
Registration Fees (Membership dues, Subscriptions, Conference Fees, Etc.)	\$ 1,500.00	\$ -	\$ -	\$ 2,100.00	\$ 39.00	\$ 39.00	\$ 3,600.00	(\$3,561.00)
Phones	\$ 500.00	\$ 38.73	\$ 38.73	\$ 694.15	\$ 38.73	\$ 38.73	\$ 1,194.15	(\$1,166.69)
Office & Warehouse Rent	\$ 6,308.85	\$ -	\$ -	\$ 6,308.85	\$ -	\$ -	\$ 12,617.70	(\$12,617.70)
Utilities for Sirens	\$ 5,000.00	\$ 234.35	\$ 267.13	\$ 5,000.00	\$ 234.35	\$ 267.16	\$ 10,000.00	(\$9,465.71)
Siren Maintenance	\$ 21,504.00	\$ 1,792.00	\$ 3,373.00	\$ 36,878.00	\$ 1,792.00	\$ 3,373.00	\$ 58,382.00	(\$51,646.00)
Other Misc Expenses (EOC Supplies & Other Misc Expenses)	\$ 3,605.58	\$ 825.00	\$ 825.00	\$ 7,500.00	\$ 825.00	\$ 825.00	\$ 11,105.58	(\$9,455.58)
Clothing	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	(\$1,000.00)
Marketing, printing & publications	\$ -	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ 500.00	(\$500.00)
Mitigation (Siren upgrade)	\$ -	\$ -	\$ -	\$ 105,000.00	\$ -	\$ -	\$ 105,000.00	(\$105,000.00)
TOTAL OPERATIONS	\$ 40,571.43	\$ 2,978.26	\$ 4,592.06	\$ 170,686.00	\$ 3,260.41	\$ 5,027.84	\$ 211,287.43	(201,637.53)
TRAVEL								
Conferences	\$ 1,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ -	\$ 3,000.00	(\$3,000.00)
Non-EMPG Travel	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00	(\$1,000.00)
TOTAL TRAVEL	\$ 1,000.00	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ 4,000.00	(\$4,000.00)
TOTAL	\$ 116,821.96	\$ 8,143.32	\$ 14,732.22	\$ 318,686.00	\$ 12,293.29	\$ 22,131.63	\$ 435,507.96	(\$398,644.11)

February Expenses for OEM

<u>Company</u>	<u>Category</u>	<u>Expense Notes</u>	<u>County</u>	<u>EMPG</u>	<u>Total Billed</u>
Boone Electric	Utilities	Siren electric for group 314925001 01/01-01/08	21.09	21.09	42.18
MEM	Benefits	January billing	266.59	78.74	345.33
Boone Electric	Utilities	Siren electric for group 46111001 01/01-01/08	9.35	9.34	18.69
Boone Electric	Utilities	Siren electric for group 2297 01/01-01/22	23.2	23.2	46.4
Commerce Bank	Office Supplies	Office Supplies	88.2	88.2	176.4
Commerce Bank	Subscriptions	Basecamp and DashStack	39	0	39
Commerce Bank	Public Education	Active Shooter Supplies	243.13	0	243.13
BCFPD	Salaries	2/26 Payroll	3253.26	2268.67	5521.93
AT&T	Phones	January billing	38.73	38.73	77.46
Assurant	Benefits	March billing	130.53	40.57	171.1
Anthem	Benefits	February billing	508.45	96.8	605.25
BCFPD	Salaries	02/12 Payroll	3247.21	2262.62	5509.83
Boone Electric	Utilities	Siren electric for 1892001 & 2296	95.22	95.22	190.44
Lagers	Benefits	January billing	1626.84	417.66	2044.5
Boone Electric	Utilities	Siren electric for 2298	33.34	33.34	66.68
Blue Valley	Siren Electric	February billing	1792	1792	3584
Marathon Office	EOC Supplies	Tables	825	825	1650
Boone Electric	Utilities	Siren electric for 2299	52.15	52.14	104.29
			12293.29	8143.32	20436.61

Type	Date	Num	Name	Memo	Debit	Credit
1100 - CASH						
1100-70 - CASH - OEM						
Bill Pmt -Check	02/03/2015	Auto	VBoone Electric	Siren electric		42.18
Bill Pmt -Check	02/03/2015	Auto	VBoone Electric	Siren Electric		18.69
Bill Pmt -Check	02/03/2015	Auto	VBoone Electric	Siren Electric		46.40
Bill Pmt -Check	02/05/2015	Auto	VMEM	January Billing		345.33
Bill Pmt -Check	02/11/2015	Auto	VBoone Electric	Siren electric		190.44
General Journal	02/12/2015	04042984		Payroll 2/12/2015		5,509.83
General Journal	02/12/2015	04042986	VBlue Cross	February Health Insurance		605.25
Bill Pmt -Check	02/17/2015	Auto	VBoone Electric	Siren electric		66.68
General Journal	02/17/2015	04043020	VLAGERS	January		2,044.50
Payment	02/17/2015	000104-600449	CBoone County Commission		68,596.56	
Bill Pmt -Check	02/18/2015	Auto	VAT&T Mobility	12/25-1/24 Billing		77.46
Bill Pmt -Check	02/18/2015	89216	VBlue Valley Public Safety, Inc.	Feb Billing		3,584.00
Bill Pmt -Check	02/18/2015	89217	VMarathon	EOC Supplies		1,650.00
Bill Pmt -Check	02/23/2015	Auto	VVisa BCFD3	Amazon		176.40
Bill Pmt -Check	02/23/2015	Auto	VVisa Josh Creamer	Basecamp & DashStack		39.00
Bill Pmt -Check	02/23/2015	Auto	VVisa Scott Olsen	Amazon & Uline		243.13
Bill Pmt -Check	02/24/2015	Auto	VBoone Electric	Siren electric		104.29
General Journal	02/26/2015	04042984		Payroll 02/27/2015		5,521.93
Bill Pmt -Check	02/26/2015	89265	VAssurant	March Billing		171.10
Total 1100-70 - CASH - OEM					68,596.56	20,436.61

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 15

County of Boone

} ea.

In the County Commission of said county, on the

31st

day of

March

20

15

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Courthouse Plaza by Memorial Day Weekend Salute to Veterans Celebration for May 25, 2015 from 7:00 a.m. to 1:00 p.m.

Done this 31st day of March, 2015.

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Karen M. Miller
District I Commissioner

[Signature]
Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Memorial Day Weekend Salute to Veterans Celebration

Address: 303 West Boulevard South

City: Columbia State: MO ZIP Code: 65203

Phone: 573-449-6520 Website: www.salute.org

Individual Requesting Use: Col Mike Randerson, USAF retired

Position in Organization: Courthouse Ceremony Chairman

Address: 4020 Curt Drive

City: Columbia State: MO ZIP Code: 65203

Phone: 573-424-4858 Email: dmranderson@mchsi.com

Event: Memorial Day Courthouse Ceremony

Description of Use (ex. Concert, speaker, 5K): Wreath Presentations and Speaker

Date(s) of Use: May 25, 2015

Start Time of Setup: 7:00 AM/PM

Start Time of Event: approximately 11:00 AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: Approximately 12:00 AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: Approximately 1:00 AM/PM

Emergency Contact During Event: Mike Randerson Phone: 573-424-4858

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: Radio, Newspaper, Television Public service spots. Contact: Nancy Fields 573-268-7854

How many attendees (including volunteers) do you anticipate being at your event? 400

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. We do not have formal plans since this is an outdoor event with only minimal equipment etc. However, we have representatives of first responder organizations such as the Columbia Police Department and the Columbia Fire Department involved in the Ceremony who carry direct communication to their organizations. Additionally, I as Chairperson, carry emergency contact numbers for those organizations plus, local medical ambulance services and weather contacts. The event will have a public address system and announcements can be made to the audience at any time. In 2013 the event was cancelled at the last minute due to a weather threat and the PA system was used to advise & disperse the audience.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees):

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? Walnut Street between 7th and 8th Street Beginning at 10:30 AM _____

Phone Number: 573-424-4858

Date of Application: March 20, 2015

Email Address: dmranderson@mchsi.com

Signature: _____

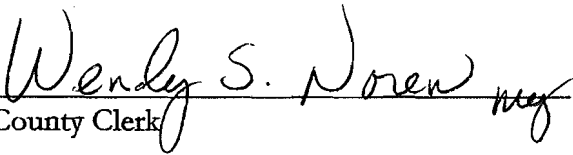


Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

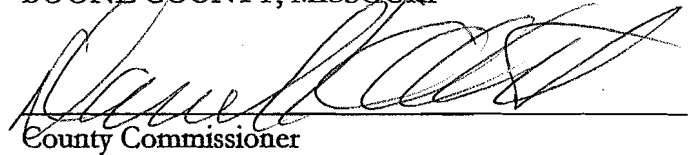
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: _____

3-31-15