

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}
} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

6th

day of June

20 17

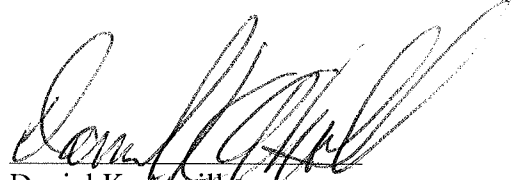
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 715B Demaret Drive, parcel #17-313-11.01-040.00 01

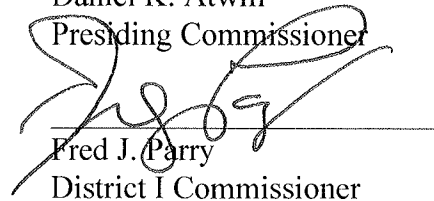
Done this 6th day of June, 2017.

ATTEST:

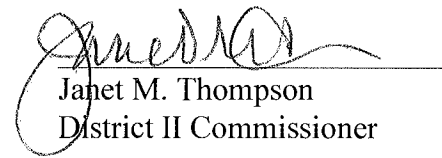
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner

**BEFORE THE COUNTY COMMISSION OF
BOONE COUNTY, MISSOURI**

In Re: Nuisance Abatement)	June Session
715 B Demaret Dr.)	April Adjourned
Columbia, MO 65202)	Term 2017
)	Commission Order No. <u>260-2017</u>

FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT

NOW on this 6th day of June, 2017, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

Findings of Fact and Conclusions of Law

The County Commission finds as fact and concludes as a matter of law the following:

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, junk, rubbish, and garbage.
4. The location of the public nuisance is as follows: 715 B Demaret Dr., Columbia, MO, a/k/a parcel # 17-313-11-01-040.00 01, Fairway Meadows, Block 1, Lot 24, Section 11, Township 48, Range 12 as shown by deed book 2696 page 55, Boone County.
5. The specific violation of the Code is: trash, junk, rubbish, and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code **on the 27th day of February, 2017**, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner, occupant, and any other applicable interested persons were given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public

nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so **as required by the Health Director or Official's original order referred to above.**

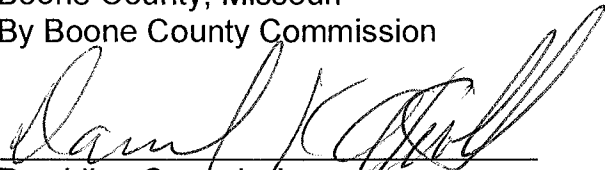
Order For Abatement Chargeable As a Special Assessment To The Property

Based upon the foregoing, the County Commission hereby orders abatement of the above described public nuisance at public expense and the Health Director is hereby authorized and directed to carry out this order.

It is further ordered and directed that the Health Director submit a bill for the cost and expense of abatement to the County Clerk for attachment to this order and that the County Clerk submit a certified copy of this order and such bill to the County Collector for inclusion as a special assessment on the real property tax bill for the above described property for the current year in accordance with section 67.402, RSMo.

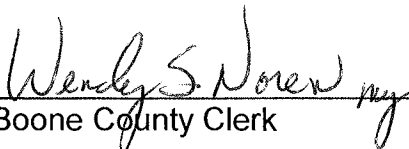
WITNESS the signature of the presiding commissioner on behalf Boone County Commission on the day and year first above written.

Boone County, Missouri
By Boone County Commission



Presiding Commissioner

ATTEST:



Boone County Clerk

715 B Demaret Dr

Parcel # 17-313-11-01-040.00 01

Owned by Patterson Property Management LLC

PO Box 185

Jefferson City, Missouri 65102

Rented by Ms. Julie Russell Reynolds

23 February 2017 Received anonymous complaint about furniture, junk, and miscellaneous items in the front yard of 715 B Demaret Drive, among several other properties in the area. These properties were investigated later that day.

27 February 2017 Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement was sent to the property owners at the address listed above.

30 March 2017 Notification (unclaimed) is returned to Columbia/Boone County PHHS.

19 April 2017 Received call from Boone County Fire Department regarding property. Fire Department had a caller on the line regarding the safety and health of the individual living at the property. The Fire Department transferred the caller to PHHS to address the concerns of the yard. Another inspection of the property was also conducted on this date.

25 April 2017 Additional contact information for the property owner was obtained. Property owner is contacted by PHHS, was/is aware of the situation, and has spoken to the tenant about the state of the property to little avail. Property owner requested a Notification of Determination of Public Health Hazard and/or Nuisance and Order for Abatement to be sent to the tenant. The name of the tenant was provided to PHHS.

26 April 2017 Notification is sent to the tenant listed above.

28 April 2017 Notification is signed and claimed.

15 May 2017 Investigation of the property revealed no action had been taken.

19 May 2017 Hearing Notice is sent to property owner.

25 May 2017 Hearing Notice is sent to tenant.

01 June 2017 Pictures of the property are taken for the Hearing.

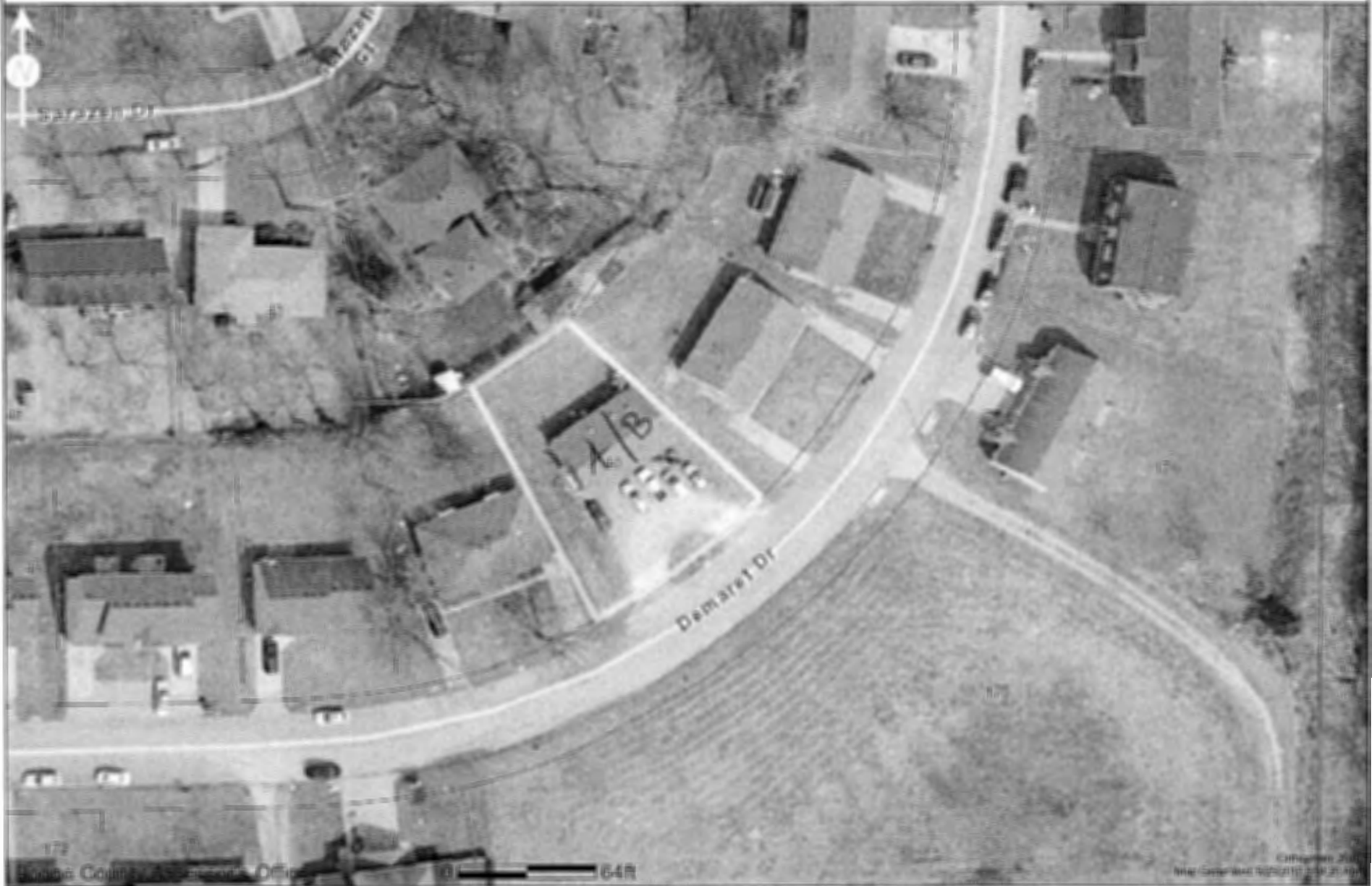






Boone County Internet Sewer Map

Prepared by the Boone County GIS Department, (573) 886-4325



Boone County GIS Department

64ft

Copyright 2017
Boone County GIS Department

ATTENTION!

DISCLAIMER: READ CAREFULLY These maps were prepared for the inventory of real property based on the utilization of aerial, ground, and/or satellite data. In addition, map files are frequently changed to reflect changes in boundaries, lot lines and other geographic features resulting from changes in ownership, development and other causes. The existence, dimension and location of features, as well as other information, should not be relied upon for any purpose without actual field verification. The County of Boone makes no warranty of any kind concerning the completeness or accuracy of information contained on these maps and assumes no liability or responsibility for the use or reuse of these maps by persons not affiliated with Boone County. Use of these maps by any person not affiliated with Boone County constitutes agreement by the user to assume full liability and responsibility for the verification of the accuracy of information shown on these maps.



CITY OF COLUMBIA/BOONE COUNTY, MISSOURI



DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
DIVISION OF ENVIRONMENTAL HEALTH

HEARING NOTICE

Patterson Property Management LLC
PO Box 185
Jefferson City, Missouri 65102

An inspection of the property you own located at 715 B Demaret Dr. in Columbia Missouri (parcel # 17-313-11-01-040.00 01) was conducted on February 23, 2017, and revealed trash and junk in the form of furniture, carpeting, and other miscellaneous discarded items.

This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on Tuesday, June 6th, 2017 at 9:30 a.m. in Conference Room 301 at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated.

If the nuisance is not removed as ordered, the County Commission may have the nuisance removed. All costs of abatement, plus administrative fees, will be assessed against the property in a tax bill. **If the above nuisance condition has been corrected prior to the hearing, you do not have to appear for the hearing.**

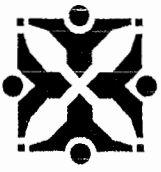
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter.

Sincerely,

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 17th day of May 2017 by SS.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Julie Russell Reynolds
715 B Demaret
Columbia, MO 65202

An inspection of the property you rent located at 715 B Demaret Dr. in Columbia, Missouri (parcel # 17-313-11-01-040.00 01) was conducted on February 23 and April 19 2017, and revealed trash and junk in the form of furniture, carpeting, and other miscellaneous discarded items.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.5. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been fully corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance has not been removed as ordered, the County Commission may have the nuisance removed with the cost of abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

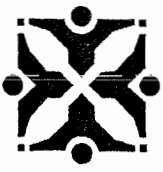
The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 20th day of April 2017 by SS.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

Patterson Property Management LLC
PO Box 185
Jefferson City, Missouri 65102

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The purpose of these ordinances is to create and maintain a cleaner, healthier community. If you have any questions, please do not hesitate to contact our office. If you are not the owner or the person responsible for the care of this property, please call our office at the number listed at the bottom of this letter. Your cooperation is greatly appreciated.

Sincerely,

Stephanie Sprock
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 27 day of February 2017 by SS.

1005 W. Worley • P.O. Box 6015 • Columbia, Missouri 65205-6015
Phone: (573) 874-7346 • TTY: (573) 874-7356 • Fax: (573) 817-6407
www.GoColumbiaMo.com



Boone County Assessor

Boone County Government Center
 801 E. Walnut, Rm. 143
 Columbia, MO 65201-7733

Office (573) 886-4270
 Fax (573) 886-4254
 Open 8:00 am - 5:00 pm Monday to Friday

Parcel 17-313-11-01-040.00 01

Property Location 715 DEMARET DR

City
 Library BOONE COUNTY (L1)

Road COMMON ROAD DISTRICT (CO)
Fire BOONE COUNTY (F1)

School COLUMBIA (C1)

Owner PATTERSON PROPERTY MANAGEMENT LLC
Address PO BOX 185
City, State Zip JEFFERSON CITY, MO 65102

Subdivision Plat Book/Page 0010 0002

Section/Township/Range 11 48 12
Legal Description FAIRWAY MEADOWS BLK 1
 LOT 24

Lot Size 94.03 x 120.00

Irregular shape Y

Deed Book/Page 2696 0055 2176 0863 1798 0645

Current Appraised				Current Assessed			
Type	Land	Bldgs	Total	Type	Land	Bldgs	Total
RI	15,000	40,000	55,000	RI	2,850	7,600	10,450
Totals	15,000	40,000	55,000	Totals	2,850	7,600	10,450

Most Recent Tax Bill(s)
Residence Description

Year Built	1970 (ESTIMATE)		
Use	DUPLEX (102)		
Basement	NONE (1)	Attic	NONE (1)
Bedrooms	4	Main Area	1,144
Full Bath	2	Finished Basement Area	0
Half Bath	0		
Total Rooms	8	Total Square Feet	<u>1,144</u>

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 This Web application was developed by [Boone County](#).

Received call from Fire Dept 19 Apr 17.

Russell Brown called about safety of person living there. Also referred to Animal Control.

Darren (573) 619-0189

Spoke to Darren (4/25/17)

Julie Russell Reynolds

7016 0750 0000 5351 7829

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

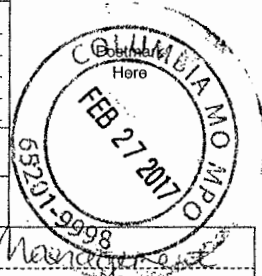
For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee	\$	*EHS
Extra Services & Fees (check box, add fee as appropriate)		
<input type="checkbox"/> Return Receipt (hardcopy)	\$	
<input type="checkbox"/> Return Receipt (electronic)	\$	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	
Postage	\$	
Total Postage and Fees	\$ 6.56	

Sent To: Hattersen Property Management
Street and Apt. No., or PO Box No.: P.O. Box 185
City, State, ZIP+4®: Jefferson City MO 65102

PS Form 3800, April 2015 PSN 7530-02-000-9017 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.

Print your name and address on the reverse so that we can return the card to you.

Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Julie Russell Reynolds
15 B Democrat
Columbia, MO 65202



9590 9402 2669 6336 8123 61

Article Number (Transfer from service label)

7016 2070 0000 0010 5654

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Julie Russell Reynolds

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below:

No

3. Service Type

Adult Signature

Adult Signature Restricted Delivery

Certified Mail®

Certified Mail Restricted Delivery

Collect on Delivery

Collect on Delivery Restricted Delivery

Registered Mail Restricted Delivery

Priority Mail Express®

Registered Mail™

Registered Mail Restricted Delivery

Return Receipt for Merchandise

Signature Confirmation™

Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

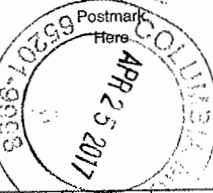
\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047



4595 0100 0000 0202 9102

6.56

Julie Russell Reynolds
15 B Democrat
Columbia, MO 65202

See Reverse for Instructions.

Boone County, Missouri

Unofficial Document

Recorded In Boone County, Missouri

Date and Time 04/04/2005 at 03:06:14 PM

Instrument # 2005008053 Book 2696 Page 55

Grantor RADEL, JEFFREY

Grantee PATTERSON PROPERTY MANAGEMENT LLC

Instrument Type WD

Recording Fee \$27.00 S

No of Pages 2


Bettie Johnson, Recorder of Deeds



Boone-Central Title Company

File No. 0511146

Missouri General Warranty Deed

This Indenture, Made on 4th day of April, 2005, by and between

Jeffrey Radel and Terri Radel, husband and wife,
as GRANTOR, and

Patterson Property Management. L.L.C., a Missouri limited liability company,
as GRANTEE, whose mailing address is: 209 North 12th Street
Linn, Mo. 65051

Property Address: 715 Demaret, Columbia, MO 65202

WITNESSETH THAT THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby Grant, Bargain, Sell, Convey and Confirm unto GRANTEE, GRANTEE'S heirs and assigns, the following described lots, tracts and parcels of land situated in the County of Boone and State of Missouri, to wit:

LOT TWENTY-FOUR (24) OF FAIRWAY MEADOWS SUBDIVISION, BLOCK NO. 1, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 10 AT PAGE 2, RECORDS OF BOONE COUNTY, MISSOURI.

Subject to easements, restrictions, reservations, and covenants of record, if any

TO HAVE AND TO HOLD The premises aforesaid with all singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto GRANTEE and unto GRANTEE'S heirs and assigns forever, the GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee of the premises herein conveyed, that GRANTOR has good right to convey the same, that the said premises are free and clear from any encumbrance done or suffered by GRANTOR or those under whom GRANTOR claims, except as stated above and except for all taxes assessments, general and special, not now due and payable, and that GRANTOR will warrant and defend the title to the said premises unto GRANTEE and unto GRANTEE'S heirs and assigns forever, against the lawful claims and demands of all persons whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires

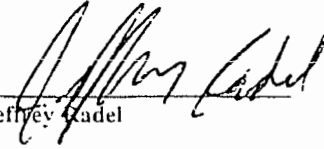
Nora Dietzel, Recorder of Deeds

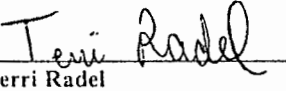
Boone County, Missouri

BOONE COUNTY MO APR 4 2005

Unofficial Document

IN WITNESS WHEREOF, The GRANTOR has hereunto executed this instrument on the day and year above written.


Jeffrey Radel

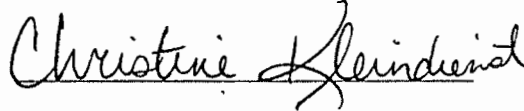

Terri Radel

State of Missouri }
County of Boone } ss

On this 4th day of April, 2005, before me, the undersigned, a Notary Public in and for said County and State, personally appeared
Jeffrey Radel and Terri Radel, husband and wife

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and Notary Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Notary Public

Christine Kleindienst
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COUNTY OF CALLAWAY
MY COMMISSION EXPIRES DECEMBER 14 2007

My Term Expires. _____

Nora Dietzel, Recorder of Deeds

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

6th

day of

June

20

17

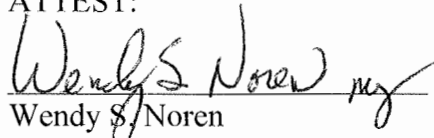
the following, among other proceedings, were had, viz:

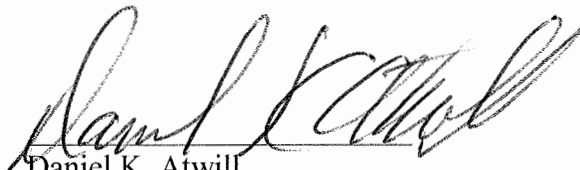
Now on this day the County Commission of the County of Boone does hereby award bid 22-17APR17 – 2017 Concrete Repair Term & Supply to Watson Concrete Inc. of Columbia, MO.

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

Done this 6th day of June, 2017

ATTEST:

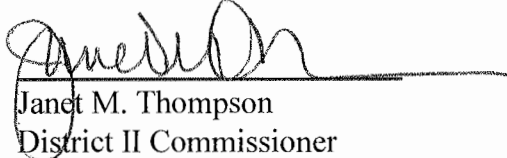

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner



Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

261-2017

Boone County Purchasing

Phil Fichter
Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4392
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Phil Fichter
DATE: May 26, 2017
RE: **22-17APR17-2017 Concrete Repair Term & Supply**

22-17APR17-2017 Concrete Repair Term & Supply opened on May 17, 2017. Two bids were received. Resource Management recommend award to Watson Concrete Inc. of Columbia Missouri based upon lowest and best responsive bid for concrete repair service items most often utilized by County.

Cost of the Term and Supply contract will be paid from:
Resource Management Department 2041 – Infrastructure Preservation and Rehab,
account 71100 – Outside Services.

att: Bid Tab

cc: Dan Haid – Resource Management
Bid File

**22-17MAY17-2017 Concrete Repair
Term & Supply**

Watson Concrete

Cook Concrete
Construction
Company, Inc.

Item No.	Description	Unit	Unit Price	Unit Price
4.7.1.	Removal, Pavement, < 300 ft	ft ²	\$2.00	\$3.00
4.7.2.	Rock Base, 5" Thick, 1.5" Minus, < 300 ft	ft ²	\$0.35	\$1.00
4.7.3.	Concrete Pavement, 7", < 300 ft	ft ²	\$7.90	\$8.00
4.7.4.	Concrete Pavement, 7", Quick-Cure, < 300 ft	ft ²	\$9.00	\$8.00
4.7.5.	Concrete Pavement, Add. Thick, < 300 ft	ft ²	\$0.50	\$0.50
4.7.6.	Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft	ft ²	\$0.60	\$0.65
4.7.7.	Curb & Gutter, Barrier, < 300 ft	ft ²	\$10.50	\$11.00
4.7.8.	Curb & Gutter, Barrier, Quick-Cure, < 300 ft	ft ²	\$11.00	\$11.50
4.7.9.	Curb & Gutter, Roll-Back, < 300 ft	ft ²	\$10.50	\$11.00
4.7.10.	Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft	ft ²	\$11.00	\$11.50
4.7.11.	Removal, Pavement, ≥ 300 ft	ft ²	\$1.90	\$2.50
4.7.12.	Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft	ft ²	\$0.35	\$1.00
4.7.13.	Concrete Pavement, 7", ≥ 300 ft	ft ²	\$7.25	\$10.00
4.7.14.	Concrete Pavement, 7", Quick-Cure, ≥ 300 ft	ft ²	\$8.70	\$10.00
4.7.15.	Concrete Pavement, Add. Thick, ≥ 300 ft	ft ²	\$0.50	\$0.50
4.7.16.	Concrete Pavement, Add. Thick, Quick-Cure, ≥ 300 ft	ft ²	\$0.60	\$0.65
4.7.17.	Curb & Gutter, Barrier, ≥ 300 ft	ft ²	\$10.50	\$11.50
4.7.18.	Curb & Gutter, Barrier, Quick-Cure, ≥ 300 ft	ft ²	\$11.00	\$12.50
4.7.19.	Curb & Gutter, Roll-Back, ≥ 300 ft	ft ²	\$10.50	\$11.50
4.7.20.	Curb & Gutter, Roll-Back, Quick-Cure, ≥ 300 ft	ft ²	\$11.00	\$11.50
4.7.21.	Sawing, Additional	LF	\$2.00	\$2.75
4.7.22.	Removal, Extra Depth	ft ³	\$1.25	\$1.50
4.7.23.	Rock Base, Extra Depth, 3" Minus	ft ³	\$28.00	\$28.50
4.7.24.	Restoration	LF	\$1.00	\$1.50
4.7.25.	Cold Weather Accommodations	FT ²	\$0.50	\$1.95
4.7.26.	Joint Sealing	LF	\$1.25	\$1.80
4.7.27.	Driveway Replacement	FT ²	\$8.50	\$10.00
4.7.28.	Wet Curing, Conventional Concrete	FT ²	\$0.45	\$1.75
4.7.29.	Wet Curing, Quick-Cure Concrete	FT ²	\$0.45	\$1.75
4.8	Prompt Pay Terms		30	30
4.10.	Additional Work - List/schedule Received? (Y / N)		Y	Y

261-2017

**PURCHASE AGREEMENT FOR
2017 CONCRETE REPAIR TERM & SUPPLY**

THIS AGREEMENT dated the 6th day of June 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Watson Concrete, Inc**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **2017 Concrete Repair Term and Supply**, bid number **22-17MAY17**, any applicable addenda, and the Contractor's bid response dated **May 16, 2017** and executed by **Mark Watson** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Concrete Repair Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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 bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.
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.

WATSON CONCRETE, INC.

BOONE COUNTY, MISSOURI

by [Signature]
title PRESIDENT

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

APPROVED AS TO FORM:

ATTEST:

[Signature]
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 the contract do not create in a measurable county obligation at this time.)

[Signature]
Signature by ag

5/30/17
Date

2041/71100

Term and Supply
No Encumbrance Required
Appropriation Account

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.

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.

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.

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.

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.

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.

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.

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.

4. Response Form

- 4.1. Company Name: WATSON CONCRETE INC.
- 4.2. Address: P.O. BOX 7404
- 4.3. City/Zip: COLUMBIA, MISSOURI 65205
- 4.4. Phone Number: 573/228-6678
- 4.5. Email Address: mark@watsonconcreteinc.com
- 4.6. Federal Tax ID: 20-2278025

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

4.7. PRICING

Item No.	Description	Unit	Unit Price
Project Area with Less Than 300 ft² of Total Concrete Pavement Replacement			
4.7.1.	Removal, Pavement, < 300 ft ²	FT ²	\$ 2.00
4.7.2.	Rock Base, 5" Thick, 1.5" Minus, < 300 ft ²	FT ²	\$ 0.35
4.7.3.	Concrete Pavement, 7", < 300 ft ²	FT ²	\$ 7.90
4.7.4.	Concrete Pavement, 7", Quick-Cure, < 300 ft ²	FT ²	\$ 9.00
4.7.5.	Concrete Pavement, Add. Thick, < 300 ft ²	FT ²	\$ 0.50
4.7.6.	Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft ²	FT ²	\$ 0.60
4.7.7.	Curb & Gutter, Barrier, < 300 ft ²	FT ²	\$ 10.50
4.7.8.	Curb & Gutter, Barrier, Quick-Cure, < 300 ft ²	FT ²	\$ 11.00
4.7.9.	Curb & Gutter, Roll-Back, < 300 ft ²	FT ²	\$ 10.50
4.7.10.	Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft ²	FT ²	\$ 11.00
Project Area with 300 ft² or More of Total Concrete Pavement Replacement			
4.7.11.	Removal, Pavement, ≥ 300 ft ²	FT ²	\$ 1.90
4.7.12.	Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft ²	FT ²	\$ 0.35
4.7.13.	Concrete Pavement, 7", ≥ 300 ft ²	FT ²	\$ 7.25
4.7.14.	Concrete Pavement, 7", Quick-Cure, ≥ 300 ft ²	FT ²	\$ 8.70
4.7.15.	Concrete Pavement, Add. Thick, ≥ 300 ft ²	FT ²	\$ 0.50
4.7.16.	Concrete Pavement, Add. Thick, Quick-Cure, ≥ 300 ft ²	FT ²	\$ 0.60
4.7.17.	Curb & Gutter, Barrier, ≥ 300 ft ²	FT ²	\$ 10.50
4.7.18.	Curb & Gutter, Barrier, Quick-Cure, ≥ 300 ft ²	FT ²	\$ 11.00
4.7.19.	Curb & Gutter, Roll-Back, ≥ 300 ft ²	FT ²	\$ 10.50
4.7.20.	Curb & Gutter, Roll-Back, Quick-Cure, ≥ 300 ft ²	FT ²	\$ 11.00
All Sized Projects			
4.7.21.	Sawing, Additional	LF	\$ 2.00
4.7.22.	Removal, Extra Depth	FT ³	\$ 1.25
4.7.23.	Rock Base, Extra Depth, 3" Minus	Ton	\$ 28.00
4.7.24.	Restoration	FT ²	\$ 1.00
4.7.25.	Cold Weather Accommodations	FT ²	\$ 0.50
4.7.26.	Joint Sealing	LF	\$ 1.25
4.7.27.	Driveway Replacement	FT ²	\$ 8.50
4.7.28.	Wet Curing, Conventional Concrete	FT ²	\$ 0.45
4.7.29.	Wet Curing, Quick-Cure Concrete	FT ²	\$ 0.45

4.8. Prompt Payment Terms: 30 days

4.9. Will you accept automated clearinghouse (ACH) for payment of invoices? YES

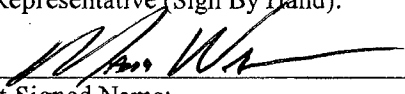
4.10. **Additional Work (2.1.17.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

Please attach schedule of equipment / labor rates to bid response.

Any material used to perform said Additional Work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.

4.11. **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.**

4.11.1. Authorized Representative (Sign By Hand):



4.11.2. Type or Print Signed Name:

MARK WATSON

4.11.3. Today's Date: 5-10-17



BOONE COUNTY, MISSOURI
Request for Bid #22-17MAY17-2017 Concrete Repair Term & Supply

ADDENDUM # 1 - Issued May 12, 2017

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

Replace Section 2.10. with the following:

- 2.10. **BIDDERS EXPERIENCE AND QUALIFICATIONS** - Prior to award of bid, bidder shall submit written documentation on their qualifications to perform the type of work described in this contract. Included should be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A. County may request additional information or references if deemed necessary.

By: _____

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #22-17MAY17-2017 **Concrete Repair Term & Supply**, receipt of which is hereby acknowledged:

Company Name: WATSON CONCRETE INC.
 Address: P.O. BOX 7404 COLUMBIA, MO
 Phone Number: 573/228-6678 Fax Number: 573/228-6679
 E-mail: MARK@WATSONCONCRETEINC.COM
 Authorized Representative Signature: Mark Watson Date: 5-16-17
 Authorized Representative Printed Name: MARK WATSON



Request for Bid (RFB)

COPY
Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: PFichter@boonecountymo.org

Bid Data

Bid Number: 22-17MAY17
Commodity Title: 2017 Concrete Repair Term & Supply

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: Wednesday, May 17, 2017
Time: 1:00 P.M. Central (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 111
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: Wednesday, May 17, 2017
Time: 1:30 P.M. Central
Location / Address: Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201

Pre-Bid Meeting

Day / Date: Wednesday, May 10 2017
Time: 10:00 A.M. Central
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. Central on Friday, May 12, 2017.*

Technical questions should be directed to the Project Manager, Dan Haid, at DHaid@BooneCountyMO.org

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Standard Terms and Conditions**
- Prevailing Wage - Annual Order #23**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Contractor's Affidavit Regarding Settlement of Claims**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**

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. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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** - **Questions concerning these specifications should be submitted to the County no later than May 1, 2017 by 3:00 P.M.** Contact for Bid questions – Phil Fichter – Buyer, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, MO 65201. Telephone: (573) 886-4392 Facsimile: (573) 886-4390; email PFichter@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. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.

- 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.

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 a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the bid items within.
- 2.1.1. **Removal, Pavement, < 300 ft²** (Item 4.7.1.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.2. **Rock Base, 5" Thick, 1.5" Minus, < 300 ft²** (Item 4.7.2.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.3. **Concrete Pavement, 7", < 300 ft²** (Item 4.7.3.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.5. will be used in addition to this item. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.4. **Concrete Pavement, 7", Quick-Cure, < 300 ft²** (Item 4.7.4.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.6. will be used in addition to this item. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.5. **Concrete Panel Replacement, Additional Thickness, < 300 ft²** (Item 4.7.5.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. - 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.3 and 1 unit of item 4.7.5.. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.3 and 2 units of item 4.7.5. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.6. **Concrete Panel Replacement, Additional Thickness, Quick-Cure, < 300 ft²** (Item 4.7.6.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.4. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. - 1 ft² panel of 8" thickness will be paid at 1 unit of item 4.7.4 and 1 unit of item 4.7.6. 1 ft² of panel 9" thickness will be paid at 1 unit of item 4.7.4 and 2 units of item 4.7.6. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.7. **Curb and Gutter, Barrier, < 300 ft²** (Item 4.7.7.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.8. **Curb and Gutter, Barrier, Quick-Cure, < 300 ft²** (Item 4.7.8.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.9. **Curb and Gutter, Roll-Back, < 300 ft²** (Item 4.7.9) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.10. **Curb and Gutter, Roll-Back, Quick-Cure, < 300 ft²** (Item 4.7.10) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.11. **Removal, Pavement, ≥ 300 ft²** (Item 4.7.11.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.12. **Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft²** (Item 4.7.12.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.

- 2.1.13. **Concrete Pavement, 7", ≥ 300 ft²** (Item 4.7.13.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.15. will be used in addition to this item. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.14. **Concrete Pavement, 7", Quick-Cure, ≥ 300 ft²** (Item 4.7.14.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.16. will be used in addition to this item. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.15. **Concrete Panel Replacement, Additional Thickness, ≥ 300 ft²** (Item 4.7.15.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. – 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.13 and 1 unit of item 4.7.15.. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.13 and 2 units of item 4.7.15. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.16. **Concrete Panel Replacement, Additional Thickness, Quick-Cure, ≥ 300 ft²** (Item 4.7.16.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.14. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. – 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.14 and 1 unit of item 4.7.16. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.14 and 2 units of item 4.7.16. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.17. **Curb and Gutter, Barrier, ≥ 300 ft²** (Item 4.7.17.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.18. **Curb and Gutter, Barrier, Quick-Cure, ≥ 300 ft²** (Item 4.7.18.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.19. **Curb and Gutter, Roll-Back, ≥ 300 ft²** (Item 4.7.19) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.20. **Curb and Gutter, Roll-Back, Quick-Cure, ≥ 300 ft²** (Item 4.7.20) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.21. **Sawing, Additional** (Item 4.7.21.) Sawing that is in addition to that required for other items. This item applies to all project areas.
- 2.1.22. **Removal, Extra Depth** (Item 4.7.22.) Removal of subgrade below that described in 2.1.2. and 2.1.12. This item applies to all project areas.
- 2.1.23. **Rock Base, Extra Depth, 3" Minus** (Item 4.7.23.) Compacted 3" minus rock to replace subgrade removed as described in 2.1.22. This item applies to all project areas.
- 2.1.24. **Restoration** (Item 4.7.24.): This item will typically be used to restore roadside areas that are disturbed. This item applies to all project areas. Restoration will be paid by the square foot.
- 2.1.25. **Cold Weather Accommodations** (Item 4.7.25.) All additional work, materials, and accommodations required to conform to Section 231.9 of Boone County, Missouri Roadway Regulations Chapter 2, Road, Bridge, & Right-of-Way Regulations. Item to be paid per square yard of concrete paving items (4.7.3, 4.7.4, 4.7.7, 4.7.8, 4.7.9, 4.7.10, 4.7.13, 4.7.14, 4.7.17, 4.7.18, 4.7.19, 4.7.20) when Construction Inspector determines these provisions are necessary.
- 2.1.26. **Joint Sealing** (Item 4.7.26) Joints shall be sealed with a hot poured rubberized type crack seal material (Crafco Polyflex Type 2 or approved equal). Traffic may be allowed on unsealed joints, but all joints must be cleared of debris and dry before sealing. Joint sealing should be performed before contractor finishes a particular work site (subdivision or road). Material is to be placed slightly below pavement surface in a tidy manner. Payment will be made per linear footage of joints

that are sealed.

- 2.1.27. **Driveway Replacement (Item 4.7.27.)** This item will be used to replace portions of driveways determined necessary to accommodate planned work in roadway. This will include all items necessary for sawing and removal of existing driveway material, installation of 4" of rock base, and 5" of Concrete pavement (either conventional or quick-curing) as determined necessary by the County. This item is not intended to repair driveways damaged by contractor. Any damage to driveways either due to contractor negligence or unforeseen conditions will be replaced by contractor at no charge to the County. Contractor shall evaluate driveways prior to work nearby and notify County of conditions that may lead to driveway damage.
- 2.1.28. **Wet Curing, Conventional Concrete (Item 4.7.28.)** This item will be used when the County elects to have conventional concrete wet cured. Contractor will propose method for wet curing to County for approval prior to its use but in general will require moist conditions existing from time of initial cure to achievement of strength required for opening to traffic. Typical methods might include wetted burlap covered with plastic sheeting.
- 2.1.29. **Wet Curing, Quick-Cure Concrete (Item 4.7.28.)** This item will be used when the County elects to have Quick-Cure concrete wet cured. Contractor will propose method for wet curing to County for approval prior to its use but in general will require moist conditions existing from time of initial cure to achievement of strength required for opening to traffic. Typical methods might include wetted burlap covered with plastic sheeting.
- 2.1.30. All requirements of Details 200.01A and 200.01B of the Boone County Roadway Regulations Chapter 2, Road, Bridge, & Right of Way Regulations shall be observed for work done under this contract, except that joint sealing may be performed as one operation upon completion of work in that area. Traffic may be allowed on unsealed joints, but joints shall be cleaned of debris before sealing. Material used for joint sealing shall be as described in section 2.1.26. of this document.
- 2.1.31. All equipment and materials must be removed from work site if no significant work is performed for more than two Working Days. Penalty for delays beyond two days without removing said items will be \$500/working day.
- 2.1.32. **Additional Work: (Item 4.10.)** Contractor selected for this contract should **submit to Boone County a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **SCOPE** – There is no minimum quantity of work expressed or implied associated with this contract. Budget limitations and contract unit prices will contribute to determining actual amount of work performed.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **Contract Duration** - The contract shall be effective from the **date of award through December 31, 2017.**
- 2.3.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated

damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.

- 2.4.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.6. **SPECIAL PROVISIONS**
- 2.6.1. **Class of Concrete** – All concrete used under this contract shall be Class A as described in Section 230.4 of Boone County, Missouri Chapter 2, Road, Bridge, & Right of Way Regulations, except Quick-Cure mixes as indicated within this document.
- 2.6.2. **Coarse Aggregate** - All concrete used as part of this contract must use only MoDOT approved coarse aggregate (STATE ROCK.)
- 2.6.3. **Micro-Reinforcement Fiber** – All mixes used for the contract shall contain a polypropylene fibrillated reinforcement fiber (Polymesh or approved equal) at a rate recommended by the manufacturer, but should be about 1.5 lbs per cubic yard.
- 2.6.4. **Load Tickets** - Contractor must provide County with load tickets for concrete mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.
- 2.6.5. **Quick-Cure Mixes** - Non-Chloride Accelerant shall be used in all Quick-Cure mixes at a rate of 2% with 8 sacks of cement, except that with the approval of the Engineer, the County may substitute a 2% Calcium-Chloride with 8 sacks of cement mix when needed for very early strength at no additional cost.
- 2.6.6. **Additional Sawing** – Unless directed by County otherwise, when partial panels are replaced, Contractor shall saw the full width of the road to form adjacent panels of same length. Payment for this additional sawing will be paid by the linear foot of sawing performed beyond that required for panel replacement.
- 2.6.7. **Traffic Control** - The contractor will be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.6.7.1. The County will notify public of work to be done that may affect traffic and on-street parking. The County needs to give a minimum of three days notice to public prior to requiring vehicle removal from the street.
- 2.6.8. **Base Compaction** – Existing base material shall be compacted prior to installation of rock base material or concrete.
- 2.6.9. **Rebar** - #4 Rebar for pinning replacement panel to existing as shown in the detail shall be incidental to all concrete replacement items.
- 2.6.10. The work performed under this contract may be such that either many panels may be replaced in a neighborhood or road, or very few. In order to keep unit prices relevant in relation to the amount of work that is requested, the bid items have been broken down into three groups:
- PROJECT AREA WITH LESS THAN 300 FT² OF TOTAL CONCRETE PAVEMENT REPLACEMENT
 - PROJECT AREA WITH 300 FT² OR MORE OF TOTAL CONCRETE PAVEMENT REPLACEMENT
 - ALL SIZED PROJECTS

A PROJECT AREA will be defined as either a neighborhood (Subdivision) or a continuous Collector type road and will be agreed upon before work is executed.

A request for work from the County may include work in several project areas, but the total replacement areas will be totaled up for each project area separately. The County will provide an estimate to the Contractor upon requesting work to be done as part of this contract. This estimate will make clear the intention of which bid items are being used.

- 2.6.10.1. Replacement of full panels and half panels is the intended method of operation of this contract. However, the Contractor may replace any proportion of a panel as requested by the County. The

County and the Contractor will come to an agreement about these replacements before proceeding with work.

- 2.6.11. **Curing Compound** – A curing compound approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer’s recommendations and is incidental to all concrete items. Curing compound will not be required if County elects to use wet cure methods.
- 2.6.12. All mixes used in this contract may contain approved Class C fly ash to replace a maximum of 25 percent of the Portland cement on a pound for pound basis.
- 2.7. **WARRANTY** - The contractor shall warranty both the labor and material for a period of one year from the date of application. Panels exhibiting excessive distresses within one year of installation, at the discretion of the Engineer, will be replaced by the Contractor at no cost to the County.
- 2.8. **DAMAGE** - Contractor shall take steps to minimize damage to adjacent concrete panels when performing work associated with the contract. Any damage caused by contractor will be repaired at Contractor’s expense.
- 2.9. **INSPECTION - Projects will be inspected by department personnel.**
- 2.10. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last two years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.11. **SCHEDULING** – Contractor will be required to begin all work requested within 30 calendar days of said request. The contractor shall notify the County not less than seven calendar days prior to the beginning of a particular project.
- 2.12. **PREVAILING WAGE** - Not less than 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. **Prevailing Wage Order Number 23** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.13. **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. 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.
- 2.13.1. **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 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 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.
- 2.13.2. **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 it 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.**

- 2.13.3. **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.
- 2.13.4. **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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.13.5. **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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. 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.
- 2.14. **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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.15. **SALES/USE TAX EXEMPTION** – 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 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.
- 2.16. **SETTLEMENT OF CLAIMS AFFIDAVIT** - Prior to the release of contract amount, contractor shall file with the County, 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;
- 2.17. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment will be made within 30 days of receipt of a correct invoice.
- 2.17.1. 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.
- 2.18. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.19. **OVERHEAD LINE PROTECTION: 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 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.

- 2.20. **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.
- 2.20.1. 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.**
- 2.20.2. 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.
- 2.21. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.22. **PAYMENT BOND** – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

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.

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 15 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
CONC. T&S	CITY OF COLUMBIA	\$250,000.00	3 OF 5 YEARS
CONC. REPLACE	CITY OF ASHLAND	\$43,000.00	100%
WATERS EDGE	S.P.E (BOONE)	\$65,000.00	100%

3. General type of work performed:

CONCRETE CONSTRUCTION

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:

CITY OF COLUMBIA - DAVE FENNEWALD
CITY OF ASHLAND - COBY MORRIS
BOONE COUNTY - MARK DONAHOE

Dated at 12:00pm

this 16th day of MAY, 20 17.

WATSON CONCRETE INC. By [Signature]
Name of Organization(s) (Signature)

PRESIDENT
(Title of Person Signing)

(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.

MARK WATSON - PRESIDENT

Name and Title of Authorized Representative



Signature

5-16-17

Date

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.

1/26/17

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

County Bid Number 22-17MAY17

Vendor Job Number _____

Job Location BOONE COUNTY, MISSOURI

MAY 17, 2017

To the Boone County PURCHASING Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

WATSON CONCRETE INC
Contractor

By



(Signature)

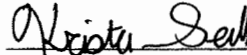
MARK WATSON
PRESIDENT

(Title)

State of Missouri

County of Boone ss.

Subscribed and sworn to before me this 16th day of
May, 2017, at 12:28 pm / C.B.C.



Notary Public

(SEAL)

My Commission expires April 30th, 2018



AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

State of MISSOURI, personally came and appeared (name and title)

MARK WATSON of the (name of company)

WATSON CONCRETE INC. (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. 23 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) 2017 CONC. REPAIR T&S located at

(name of institution) BOONE CO. PURCHASING BOONE County,

Missouri and completed on the 16th day of May, 2017.

[Signature]
Signature

Subscribed and sworn to me this 16th day of May, 2017.

My commission expires April 30th, 2018.

[Signature]
Notary Public

KRISTA SEIDL
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 4/30/2018
Commission # 14610954

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*.

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

County of Boone)


State of Missouri)

)ss

My name is MARK WATSON. I am an authorized agent of WATSON CONCRETE INC.

(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.**

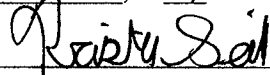
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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


Affiant _____ Date _____

MARK WATSON
Printed Name _____

Subscribed and sworn to before me this 16th day of May, 2017.

KRISTA SEIDL
Notary Public - Notary Seal
STATE OF MISSOURI
County of Boone
My Commission Expires 4/30/2018
Commission # 14610954

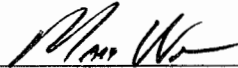

Notary Public _____

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

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

5-16-17
Date

MARK WATSON
Printed Name

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

State of Missouri)
)SS.
County of Boone)

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.

5-16-17
Date

Mark Watson
Signature

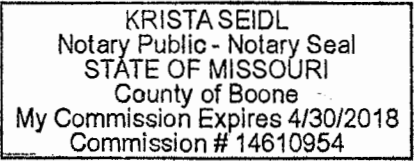
20-2278025
Social Security Number
or Other Federal I.D. Number

MARK WATSON
Printed Name

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

Krista Seidl
Notary Public

My Commission Expires: 04/30/2018





"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, 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: 22-17 MAY17 – 2017 Concrete Repair Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

WATSON CONCRETE INC.

P.O BOX 7404
COLUMBIA, MISSOURI 65205
573/228-6678 OFFICE
573/228-6679 FAX

www.watsonconcreteinc.com

May 17, 2017

BOONE COUNTY PURCHASING
613 East Ash Street
Columbia, Missouri 65201

RE: 2017 Concrete Repair Term and Supply
Bid Number: 22-17MAY17
4.10 – ADDITIONAL WORK

Dear Boone County, Mo Purchasing,

Listed below is a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction. Additional equipment and labor rates are available per request.

	Laborer, for additional work not included in bid items - straight	m/h	61.54
	Laborer, for additional work not included in bid items - overtime	m/h	88.69
	Track Loader with operator, for additional work - straight	hour	164.44
	Track Loader with operator, for additional work - overtime	hour	199.95
	Compact Track loader w/operator, for additional work - straight	hour	122.00
	Compact Track loader w/operator, for additional work - overtime	hour	156.81
	Excavator w/operator, for additional work – straight	hour	137.91
	Excavator w/operator, for additional work – overtime	hour	162.22
	Mini Excavator w/operator, for additional time - straight	hour	118.96
	Additional work not in bid items - overtime/after hours	hour	151.41
	Skid loader w/operator, additional work not in bid item - straight	hour	111.39
	Skid loader w/operator, additional work not in bid item - overtime	hour	146.00
	Tandem Axle dump truck w/operator, add. work not in bid item-straight	hour	95.48
	Tandem Axle dump truck w/operator, add. work not in bid item-overtime	hour	113.55
	Skid loader w/op and breaker, additional work not in bid item - straight	hour	127.30
	Skid loader w/op and breaker, additional work not in bid item - overtime	hour	162.22

Thank you,

Mark Watson
Watson Concrete Inc.



BOONE COUNTY, MISSOURI
Request for Bid #22-17MAY17-2017 Concrete Repair Term & Supply

ADDENDUM # 1 - Issued May 12, 2017

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

Replace Section 2.10. with the following:

2.10. **BIDDERS EXPERIENCE AND QUALIFICATIONS** - Prior to award of bid, bidder shall submit written documentation on their qualifications to perform the type of work described in this contract. Included should be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A. County may request additional information or references if deemed necessary.

By:

Phil Fichter, Buyer
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid #22-17MAY17-2017 **Concrete Repair Term & Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

E-mail: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: PFichter@boonecountymo.org

Bid Data

Bid Number: **22-17MAY17**
Commodity Title: **2017 Concrete Repair Term & Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Wednesday, May 17, 2017**
Time: **1:00 P.M. Central (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 111
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: **Wednesday, May 17, 2017**
Time: **1:30 P.M. Central**
Location / Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201**

Pre-Bid Meeting

Day / Date: **Wednesday, May 10 2017**
Time: **10:00 A.M. Central**
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. Central on Friday, May 12, 2017.*

Technical questions should be directed to the Project Manager, Dan Haid, at DHaid@BooneCountyMO.org

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
- Attachment A **Statement of Bidders Qualifications**
- Debarment Certificate**
- Standard Terms and Conditions**
- Prevailing Wage - Annual Order #23**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Contractor's Affidavit Regarding Settlement of Claims**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**

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. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. 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 - Questions concerning these specifications should be submitted to the County no later than May 1, 2017 by 3:00 P.M.** Contact for Bid questions – Phil Fichter – Buyer, Boone County Purchasing Department, 613 E. Ash, Room 111, Columbia, MO 65201. Telephone: (573) 886-4392 Facsimile: (573) 886-4390; email PFichter@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. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County's requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County's decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County's time requirements. The County's decision to utilize secondary and tertiary sources shall be final and conclusive.

- 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.

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 a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform work required of the bid items within.
- 2.1.1. **Removal, Pavement, < 300 ft²** (Item 4.7.1.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.2. **Rock Base, 5" Thick, 1.5" Minus, < 300 ft²** (Item 4.7.2.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.3. **Concrete Pavement, 7", < 300 ft²** (Item 4.7.3.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.5. will be used in addition to this item. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.4. **Concrete Pavement, 7", Quick-Cure, < 300 ft²** (Item 4.7.4.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.6. will be used in addition to this item. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.5. **Concrete Panel Replacement, Additional Thickness, < 300 ft²** (Item 4.7.5.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. - 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.3 and 1 unit of item 4.7.5.. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.3 and 2 units of item 4.7.5. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.6. **Concrete Panel Replacement, Additional Thickness, Quick-Cure, < 300 ft²** (Item 4.7.6.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.4. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. - 1 ft² panel of 8" thickness will be paid at 1 unit of item 4.7.4 and 1 unit of item 4.7.6. 1 ft² of panel 9" thickness will be paid at 1 unit of item 4.7.4 and 2 units of item 4.7.6. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.7. **Curb and Gutter, Barrier, < 300 ft²** (Item 4.7.7.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.8. **Curb and Gutter, Barrier, Quick-Cure, < 300 ft²** (Item 4.7.8.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.9. **Curb and Gutter, Roll-Back, < 300 ft²** (Item 4.7.9) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.10. **Curb and Gutter, Roll-Back, Quick-Cure, < 300 ft²** (Item 4.7.10) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.4.. This item applies to projects areas with less than 300 ft² of concrete pavement replacement.
- 2.1.11. **Removal, Pavement, ≥ 300 ft²** (Item 4.7.11.) Removal of existing concrete or asphalt pavement to depth required for typical replacement. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.12. **Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft²** (Item 4.7.12.) Removal of existing base to a depth of 5" below concrete panel replacement depth, installation of Geotex 315st (or approved equal) woven geotextile, and compacted 1.5" minus rock. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.

- 2.1.13. **Concrete Pavement, 7", ≥ 300 ft²** (Item 4.7.13.) Concrete panel replacement at 7" thickness. If additional thickness is needed, Item 4.7.15. will be used in addition to this item. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.14. **Concrete Pavement, 7", Quick-Cure, ≥ 300 ft²** (Item 4.7.14.) Concrete panel replacement at 7" thickness using Non-Chloride Accelerant (NCA). If additional thickness is needed, Item 4.7.16. will be used in addition to this item. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.15. **Concrete Panel Replacement, Additional Thickness, ≥ 300 ft²** (Item 4.7.15.) Item to be used when replacement panel is thicker than 7" depth. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. – 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.13 and 1 unit of item 4.7.15.. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.13 and 2 units of item 4.7.15. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.16. **Concrete Panel Replacement, Additional Thickness, Quick-Cure, ≥ 300 ft²** (Item 4.7.16.) Item to be used when replacement panel is thicker than 7" depth. Mix shall be quick-cure as described in 2.1.14. Item will be paid per square foot for each additional inch thicker than 7 inches. Ex. – 1 ft² of 8" thickness will be paid at 1 unit of item 4.7.14 and 1 unit of item 4.7.16. 1 ft² of 9" thickness will be paid at 1 unit of item 4.7.14 and 2 units of item 4.7.16. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.17. **Curb and Gutter, Barrier, ≥ 300 ft²** (Item 4.7.17.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.18. **Curb and Gutter, Barrier, Quick-Cure, ≥ 300 ft²** (Item 4.7.18.) Barrier curb to match existing curb dimensions, typically 6"x6". Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.19. **Curb and Gutter, Roll-Back, ≥ 300 ft²** (Item 4.7.19) Roll-Back curb to match existing curb dimensions. Gutter pan to be 7" thick. Item includes gutter pan to 30" from back of curb. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.20. **Curb and Gutter, Roll-Back, Quick-Cure, ≥ 300 ft²** (Item 4.7.20) Roll-Back curb to match existing curb dimensions. Item includes gutter pan to 30" from back of curb. Gutter pan to be 7" thick. Mix used shall be quick-cure as described in 2.1.14. This item applies to projects areas with at least 300 ft² of concrete pavement replacement.
- 2.1.21. **Sawing, Additional** (Item 4.7.21.) Sawing that is in addition to that required for other items. This item applies to all project areas.
- 2.1.22. **Removal, Extra Depth** (Item 4.7.22.) Removal of subgrade below that described in 2.1.2. and 2.1.12. This item applies to all project areas.
- 2.1.23. **Rock Base, Extra Depth, 3" Minus** (Item 4.7.23.) Compacted 3" minus rock to replace subgrade removed as described in 2.1.22. This item applies to all project areas.
- 2.1.24. **Restoration** (Item 4.7.24.): This item will typically be used to restore roadside areas that are disturbed. This item applies to all project areas. Restoration will be paid by the square foot.
- 2.1.25. **Cold Weather Accommodations** (Item 4.7.25.) All additional work, materials, and accommodations required to conform to Section 231.9 of Boone County, Missouri Roadway Regulations Chapter 2, Road, Bridge, & Right-of-Way Regulations. Item to be paid per square yard of concrete paving items (4.7.3, 4.7.4, 4.7.7, 4.7.8, 4.7.9, 4.7.10, 4.7.13, 4.7.14, 4.7.17, 4.7.18, 4.7.19, 4.7.20) when Construction Inspector determines these provisions are necessary.
- 2.1.26. **Joint Sealing** (Item 4.7.26) Joints shall be sealed with a hot poured rubberized type crack seal material (Crafco Polyflex Type 2 or approved equal). Traffic may be allowed on unsealed joints, but all joints must be cleared of debris and dry before sealing. Joint sealing should be performed before contractor finishes a particular work site (subdivision or road). Material is to be placed slightly below pavement surface in a tidy manner. Payment will be made per linear footage of joints

that are sealed.

- 2.1.27. **Driveway Replacement** (Item 4.7.27.) This item will be used to replace portions of driveways determined necessary to accommodate planned work in roadway. This will include all items necessary for sawing and removal of existing driveway material, installation of 4" of rock base, and 5" of Concrete pavement (either conventional or quick-curing) as determined necessary by the County. This item is not intended to repair driveways damaged by contractor. Any damage to driveways either due to contractor negligence or unforeseen conditions will be replaced by contractor at no charge to the County. Contractor shall evaluate driveways prior to work nearby and notify County of conditions that may lead to driveway damage.
- 2.1.28. **Wet Curing, Conventional Concrete** (Item 4.7.28.) This item will be used when the County elects to have conventional concrete wet cured. Contractor will propose method for wet curing to County for approval prior to its use but in general will require moist conditions existing from time of initial cure to achievement of strength required for opening to traffic. Typical methods might include wetted burlap covered with plastic sheeting.
- 2.1.29. **Wet Curing, Quick-Cure Concrete** (Item 4.7.28.) This item will be used when the County elects to have Quick-Cure concrete wet cured. Contractor will propose method for wet curing to County for approval prior to its use but in general will require moist conditions existing from time of initial cure to achievement of strength required for opening to traffic. Typical methods might include wetted burlap covered with plastic sheeting.
- 2.1.30. All requirements of Details 200.01A and 200.01B of the Boone County Roadway Regulations Chapter 2, Road, Bridge, & Right of Way Regulations shall be observed for work done under this contract, except that joint sealing may be performed as one operation upon completion of work in that area. Traffic may be allowed on unsealed joints, but joints shall be cleaned of debris before sealing. Material used for joint sealing shall be as described in section 2.1.26. of this document.
- 2.1.31. All equipment and materials must be removed from work site if no significant work is performed for more than two Working Days. Penalty for delays beyond two days without removing said items will be \$500/working day.
- 2.1.32. **Additional Work:** (Item 4.10.) Contractor selected for this contract should **submit to Boone County a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule, and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **SCOPE** – There is no minimum quantity of work expressed or implied associated with this contract. Budget limitations and contract unit prices will contribute to determining actual amount of work performed.
- 2.3. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3.1. **Contract Duration** - The contract shall be effective from the **date of award through December 31, 2017.**
- 2.3.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated

damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.

- 2.4.1. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.
- 2.6. **SPECIAL PROVISIONS**
 - 2.6.1. **Class of Concrete** – All concrete used under this contract shall be Class A as described in Section 230.4 of Boone County, Missouri Chapter 2, Road, Bridge, & Right of Way Regulations, except Quick-Cure mixes as indicated within this document.
 - 2.6.2. **Coarse Aggregate** - All concrete used as part of this contract must use only MoDOT approved coarse aggregate (STATE ROCK.)
 - 2.6.3. **Micro-Reinforcement Fiber** – All mixes used for the contract shall contain a polypropylene fibrillated reinforcement fiber (Polymesh or approved equal) at a rate recommended by the manufacturer, but should be about 1.5 lbs per cubic yard.
 - 2.6.4. **Load Tickets** - Contractor must provide County with load tickets for concrete mix used as part of this contract before payment will be made. Ticket must indicate that STATE ROCK was used.
 - 2.6.5. **Quick-Cure Mixes** - Non-Chloride Accelerant shall be used in all Quick-Cure mixes at a rate of 2% with 8 sacks of cement, except that with the approval of the Engineer, the County may substitute a 2% Calcium-Chloride with 8 sacks of cement mix when needed for very early strength at no additional cost.
 - 2.6.6. **Additional Sawing** – Unless directed by County otherwise, when partial panels are replaced, Contractor shall saw the full width of the road to form adjacent panels of same length. Payment for this additional sawing will be paid by the linear foot of sawing performed beyond that required for panel replacement.
 - 2.6.7. **Traffic Control** - The contractor will be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
 - 2.6.7.1. The County will notify public of work to be done that may affect traffic and on-street parking. The County needs to give a minimum of three days notice to public prior to requiring vehicle removal from the street.
 - 2.6.8. **Base Compaction** – Existing base material shall be compacted prior to installation of rock base material or concrete.
 - 2.6.9. **Rebar** - #4 Rebar for pinning replacement panel to existing as shown in the detail shall be incidental to all concrete replacement items.
 - 2.6.10. The work performed under this contract may be such that either many panels may be replaced in a neighborhood or road, or very few. In order to keep unit prices relevant in relation to the amount of work that is requested, the bid items have been broken down into three groups:
 - PROJECT AREA WITH LESS THAN 300 FT² OF TOTAL CONCRETE PAVEMENT REPLACEMENT
 - PROJECT AREA WITH 300 FT² OR MORE OF TOTAL CONCRETE PAVEMENT REPLACEMENT
 - ALL SIZED PROJECTS

A PROJECT AREA will be defined as either a neighborhood (Subdivision) or a continuous Collector type road and will be agreed upon before work is executed.

A request for work from the County may include work in several project areas, but the total replacement areas will be totaled up for each project area separately. The County will provide an estimate to the Contractor upon requesting work to be done as part of this contract. This estimate will make clear the intention of which bid items are being used.

- 2.6.10.1. Replacement of full panels and half panels is the intended method of operation of this contract. However, the Contractor may replace any proportion of a panel as requested by the County. The

County and the Contractor will come to an agreement about these replacements before proceeding with work.

- 2.6.11. **Curing Compound** – A curing compound approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer’s recommendations and is incidental to all concrete items. Curing compound will not be required if County elects to use wet cure methods.
- 2.6.12. All mixes used in this contract may contain approved Class C fly ash to replace a maximum of 25 percent of the Portland cement on a pound for pound basis.
- 2.7. **WARRANTY** - The contractor shall warranty both the labor and material for a period of one year from the date of application. Panels exhibiting excessive distresses within one year of installation, at the discretion of the Engineer, will be replaced by the Contractor at no cost to the County.
- 2.8. **DAMAGE** - Contractor shall take steps to minimize damage to adjacent concrete panels when performing work associated with the contract. Any damage caused by contractor will be repaired at Contractor’s expense.
- 2.9. **INSPECTION** - **Projects will be inspected by department personnel.**
- 2.10. **BIDDERS EXPERIENCE AND QUALIFICATIONS** – **The bidder must be approved to perform work under MoDot contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last two years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.11. **SCHEDULING** – Contractor will be required to begin all work requested within 30 calendar days of said request. The contractor shall notify the County not less than seven calendar days prior to the beginning of a particular project.
- 2.12. **PREVAILING WAGE** - Not less than 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. **Prevailing Wage Order Number 23** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.13. **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. 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.
- 2.13.1. **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 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 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.
- 2.13.2. **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 it and any subcontractor performing work covered by this contract, from claims for damages for personal

*ADDENDUM TALK
SENORAS AND
DAN HERRICK
5/16/17*

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.**

- 2.13.3. **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.
- 2.13.4. **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 County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.13.5. **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). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. 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.
- 2.14. **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.

Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.

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.

Certificate Holder address:

County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

- 2.15. **SALES/USE TAX EXEMPTION** – 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 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.
- 2.16. **SETTLEMENT OF CLAIMS AFFIDAVIT** - Prior to the release of contract amount, contractor shall file with the County, 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;
- 2.17. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment will be made within 30 days of receipt of a correct invoice.
- 2.17.1. 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.
- 2.18. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.19. **OVERHEAD LINE PROTECTION:** **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 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.

- 2.20. **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.
- 2.20.1. 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.**
- 2.20.2. 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.
- 2.21. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.22. **PAYMENT BOND** – Contractor shall provide the County with a Payment Bond in a form acceptable to County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

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.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Email Address: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. PRICING

Item No.	Description	Unit	Unit Price
Project Area with Less Than 300 ft² of Total Concrete Pavement Replacement			
4.7.1.	Removal, Pavement, < 300 ft ²	FT ²	\$
4.7.2.	Rock Base, 5" Thick, 1.5" Minus, < 300 ft ²	FT ²	\$
4.7.3.	Concrete Pavement, 7", < 300 ft ²	FT ²	\$
4.7.4.	Concrete Pavement, 7", Quick-Cure, < 300 ft ²	FT ²	\$
4.7.5.	Concrete Pavement, Add. Thick, < 300 ft ²	FT ²	\$
4.7.6.	Concrete Pavement, Add. Thick, Quick-Cure, < 300 ft ²	FT ²	\$
4.7.7.	Curb & Gutter, Barrier, < 300 ft ²	FT ²	\$
4.7.8.	Curb & Gutter, Barrier, Quick-Cure, < 300 ft ²	FT ²	\$
4.7.9.	Curb & Gutter, Roll-Back, < 300 ft ²	FT ²	\$
4.7.10.	Curb & Gutter, Roll-Back, Quick-Cure, < 300 ft ²	FT ²	\$
Project Area with 300 ft² or More of Total Concrete Pavement Replacement			
4.7.11.	Removal, Pavement, ≥ 300 ft ²	FT ²	\$
4.7.12.	Rock Base, 5" Thick, 1.5" Minus, ≥ 300 ft ²	FT ²	\$
4.7.13.	Concrete Pavement, 7", ≥ 300 ft ²	FT ²	\$
4.7.14.	Concrete Pavement, 7", Quick-Cure, ≥ 300 ft ²	FT ²	\$
4.7.15.	Concrete Pavement, Add. Thick, ≥ 300 ft ²	FT ²	\$
4.7.16.	Concrete Pavement, Add. Thick, Quick-Cure, ≥ 300 ft ²	FT ²	\$
4.7.17.	Curb & Gutter, Barrier, ≥ 300 ft ²	FT ²	\$
4.7.18.	Curb & Gutter, Barrier, Quick-Cure, ≥ 300 ft ²	FT ²	\$
4.7.19.	Curb & Gutter, Roll-Back, ≥ 300 ft ²	FT ²	\$
4.7.20.	Curb & Gutter, Roll-Back, Quick-Cure, ≥ 300 ft ²	FT ²	\$
All Sized Projects			
4.7.21.	Sawing, Additional	LF	\$
4.7.22.	Removal, Extra Depth	FT ³	\$
4.7.23.	Rock Base, Extra Depth, 3" Minus	Ton	\$
4.7.24.	Restoration	FT ²	\$
4.7.25.	Cold Weather Accommodations	FT ²	\$
4.7.26.	Joint Sealing	LF	\$
4.7.27.	Driveway Replacement	FT ²	\$
4.7.28.	Wet Curing, Conventional Concrete	FT ²	\$
4.7.29.	Wet Curing, Quick-Cure Concrete	FT ²	\$

4.8. Prompt Payment Terms: _____

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

4.10. **Additional Work (2.1.17.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

Please attach schedule of equipment / labor rates to bid response.

Any material used to perform said Additional Work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.

4.11. **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.**

4.11.1. Authorized Representative (Sign By Hand):

4.11.2. _____
Type or Print Signed Name:

4.11.3. Today's Date: _____

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 preformed:

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)

(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

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.

1/26/17

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

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, 2016

Last Date Objections May Be Filed: April 11, 2016

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	1/17		\$32.42	55	60	\$22.40
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker	1/17		\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason	1/17		\$22.08	124	74	\$12.86
Marble Finisher	1/17		\$14.29	124	74	\$9.09
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker	1/17		\$29.31	124	74	\$14.56
Terrazzo Finisher	1/17		\$19.08	124	74	\$14.56
Tile Setter	1/17		\$22.08	124	74	\$12.86
Tile Finisher	1/17		\$14.29	124	74	\$9.09
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

**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.

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

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 \$27.04 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 \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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.

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

NO. 86: The regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate with all hours in excess of eight (8) hours in any one day to be paid at the applicable overtime rate at time and one-half (1½). The regular workday shall begin between the hours of 6:00 a.m. and 8:00 a.m. The Employer may have the option to schedule the 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 paid at the applicable overtime rate at time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate. Fringe benefits shall be paid at the one and one half the hourly rate. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate. Fringe benefits shall be paid at double the hourly rate. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

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.

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

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 the regular workday shall be (8) hours. The regular work week shall be forty (40) hours, beginning 6:00 a.m. on Monday and ending 6:00 p.m. on Friday. Saturday will be time and one-half (1½). Sunday and Holidays shall be double (2) time. Saturday can be a make-up day if weather has forced a day off.

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, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas 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. 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 and holidays falling on Sunday will be observed on the following Monday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour of fraction thereof worked on any such day .

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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: The following days are recognized as holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, and Christmas. No work of any pretense shall be performed on Charismas Day or Independence Day. Any work performed on the other holidays shall be paid for at least two (2) times the regular rate of pay. If a holiday falls on a Sunday, the following Monday will be observed. If a holiday falls on a Saturday, the preceding Friday will be observed.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/16	\$30.83	23	16	\$16.10
Electrician (Outside-Line Construction\Lineman)	9/16	\$43.75	9	12	\$5.25 + 36%
Lineman Operator	9/16	\$37.73	9	12	\$5.25 + 36%
Lineman - Tree Trimmer	1/17	\$24.53	32	31	\$9.98 + 3%
Groundman	9/16	\$29.11	9	12	\$5.25 + 36%
Groundman - Tree Trimmer	1/17	\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/16	\$27.96	2	4	\$13.17
Skilled Laborer	6/16	\$27.96	2	4	\$13.17
Millwright	6/16	\$30.83	23	16	\$16.10
Operating Engineer					
Group I	6/16	\$27.94	21	5	\$24.87
Group II	6/16	\$27.59	21	5	\$24.87
Group III	6/16	\$27.39	21	5	\$24.87
Group IV	6/16	\$23.74	21	5	\$24.87
Oiler-Driver	6/16	\$23.74	21	5	\$24.87
Pile Driver	6/16	\$30.83	23	16	\$16.10
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/16	\$29.27	25	21	\$12.45
Group II	6/16	\$29.43	25	21	\$12.45
Group III	6/16	\$29.42	25	21	\$12.45
Group IV	6/16	\$29.54	25	21	\$12.45

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.

**REPLACEMENT PAGE
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. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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.

**REPLACEMENT PAGE
BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (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 workday 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). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. 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. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending 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 maybe 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 work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours 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. 21: 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 workman 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.

BOONE COUNTY COMMISSION
CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

This is to certify that all lawful claims for material, lubricants, fuel, coal, coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the above mentioned project, and all insurance premiums, both compensation and all other kinds of insurance on said work, and for all labor performed in said work, whether by subcontractor or claimant in person or by his employee, agent, servant, bailee or bailor, have been paid and discharged.

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

Subscribed and sworn to before me this _____ day of
_____, 20____, at _____

Notary Public

(SEAL)

My Commission expires _____, 20_____

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

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

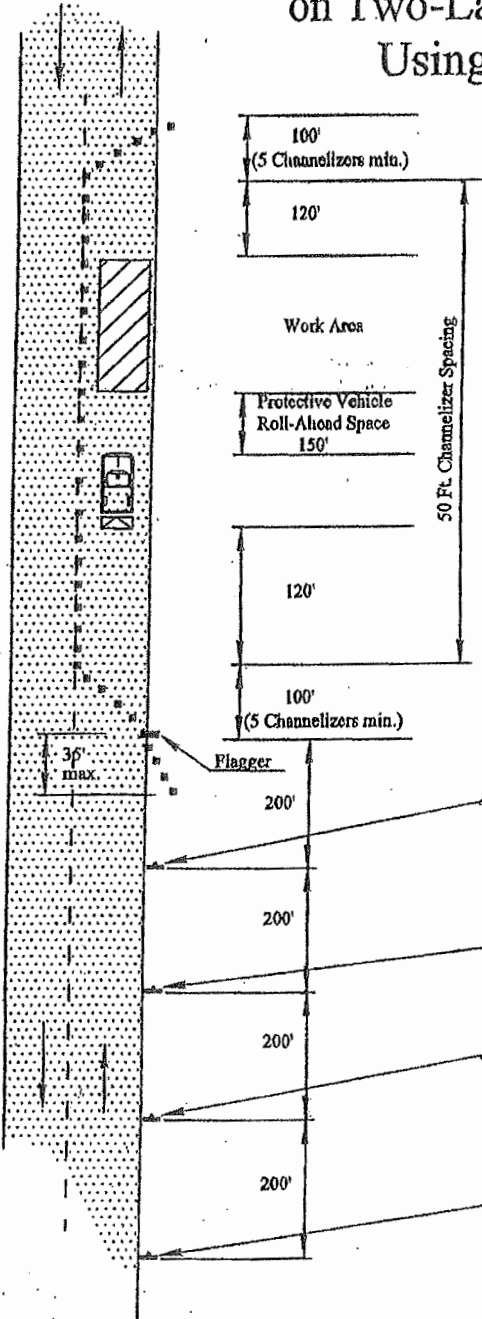
Printed Name

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:

Low Volume Lane Closure on Two-Lane Highway Using Flaggers



Notes:

When a temporary road closure is needed, both directions may be stopped at the same time up to a maximum of 20 minutes.

The protective vehicle may be eliminated if adequate sight distance exists and the work vehicle uses activated rotating lights.

For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

Additional warning signs shall be erected at each intersection with another roadway within the work zone. Upon the discretion of the supervisor, additional warning signs may be erected at other intersections within the work zone.

For mobile operations, spacing between flagger and FLAGGER AHEAD sign shall not exceed one mile.

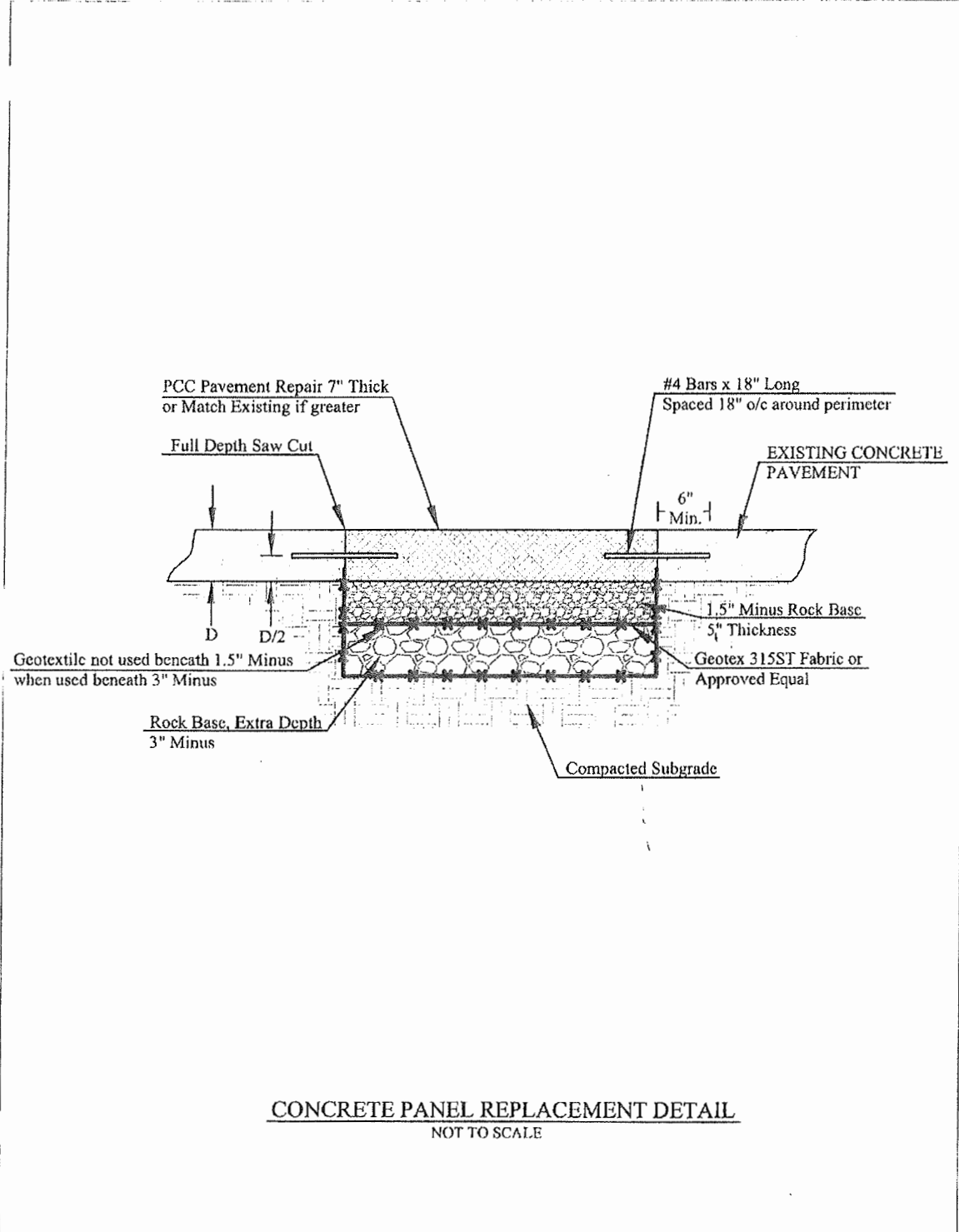
See MUTCD and MODOt Regulations for additional applicable details, notes, and definitions.

Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.
5351 HIGHWAY 63 SOUTH
COLUMBIA, MISSOURI 65201-9711
PHONE (573) 449-8515
FAX (573) 875-1602

PROJECT No:
DATE: 9/22/11
SCALE: Not to Scale
DESIGN BY: A D
DRAWN BY: TC
CHECKED BY:
SHEET 1 OF 1





"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 111
Columbia, MO 65201

Phil Fichter, 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: 22-17 MAY17 – 2017 Concrete Repair Term & Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

