

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 8th day of March 20 18

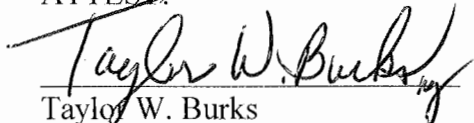
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 01-26JAN18 – Ford Interceptor 2018 Pursuit Utility Vehicles to Republic Ford of Republic, MO.

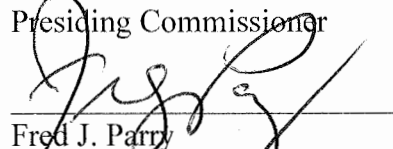
Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.


Done this 8th day of March, 2018

ATTEST


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

116-2018

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Liz Palazzolo, CPPO, C.P.M.
DATE: February 2, 2018
RE: 01-26JAN18 – Ford Interceptor 2018 Pursuit Utility Vehicles

Request for Bid 01-26JAN18 solicited bids for Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff's Department. Three bids were received and reviewed. The bid tabulation and evaluation documentation follow this memo.

The lowest and best bid is from Republic Ford of Republic, Missouri for all three vehicle configurations. The Sheriff's Department concurs with an award to Republic Ford.

The contract will run from Date of Award through 12/31/18.

Payments for services will be paid from the following funds/accounts:

- Fund 2901, Sheriff Operations – LE Sales Tax/Account 92400 – Replacement Auto/Trucks, for 9 vehicles – Total: \$ 268,362.00
- Fund 2902, Corrections – LE Sales Tax/Account 92400 – Replacement Auto/Trucks, for 1 vehicle – Total: \$ 29,798.00

Attachments: Bid Tabulation, Evaluation Summary Memo, and Cost Evaluation

/lp

cc: David Alexander
File RFB 01-26JAN18

8108-911

Bid Opening: RFB 01-26JAN18			
Bid Tabulation	Joe Machens Ford Lincoln	Lou Fusz Ford	Republic Ford Lincoln Inc.
4.8.1 Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2018 or newer – quote a total firm fixed price per each Configuration 1 vehicle	\$ 30,112.00	\$ 29,909.00	\$ 29,758.00
4.8.2 Configuration 2: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2018 or newer - quote a total firm fixed price per each Configuration 2 vehicle	\$ 30,150.00	\$ 29,940.00	\$ 29,798.00
4.8.3 Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) K9 Enforcement with Rear A/C/ System Standard 2018 or newer - quote a total firm fixed price per each Configuration 3 vehicle	\$ 30,650.00	\$ 30,445.00	\$ 30,298.00
4.8.4 Preparation Cost per vehicle – applies to Configurations 1, 2 and 3	\$ -	\$ -	\$ -
4.8.5 Delivery Cost to Boone County Sheriff Department per vehicle – applies to Configurations 1, 2 and 3	\$ -	\$ 150.00	\$ -
Delivery ARO	80-100 days	90-120 days	90-120 days
Warranty	3 yrs/36K miles bumper-bumper; 5 years/100K miles powertrain.	3 yrs/36K miles bumper-bumper; 5 years/100K miles powertrain.	3 yrs/36K miles bumper-bumper; 5 years/100K miles powertrain.
Co-Op	Yes	Yes	Yes

Boone County Purchasing

Liz Palazzolo
Senior Buyer



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

MEMORANDUM

TO: File

FROM: Liz Palazzolo

RE: Evaluation and Award
01-26JAN18 – 2018 Ford Pursuit Vehicles for Sheriff's Department

DATE: January 31, 2018

Three bids were received for 2018 Ford Interceptor Pursuit Vehicles for the Boone County Sheriff's Department:

- (1) Joe Machens Ford Lincoln of Columbia, Missouri
- (2) Republic Ford Lincoln of Republic, Missouri
- (3) Lou Fusz Ford of Chesterfield, Missouri

All three bids were determined responsive to the requirements of the Request for Bid. The cost evaluation follows this memo. It shows that Republic Ford is the lowest priced bidder for all three line items.

The bids have been reviewed with David Alexander and Captain Gary German of the Boone County Sheriff's Department who concur with the outcome to award to the lowest and best bidder, Republic Ford of Republic, Missouri (see 1/29/18 e-mail).

/lp

Attachments

116-2018

Liz Palazzolo

From: Gary German
Sent: Monday, January 29, 2018 1:59 PM
To: Liz Palazzolo
Cc: David Alexander
Subject: Pursuit vehicle bid

Liz,

Dave and I are good with awarding this to Republic Ford.

Thanks,

Gary

Captain Gary German
Boone County Sheriff's Dept.
2121 County Drive
Columbia, MO 65202
573-876-6101 ph#
573-874-8953 fax#

8102-911

RFH 01-26JAN18 Ford Interceptor 2018 Pursuit SUVs							
Cost Evaluation	QTY	Joe Machens Ford Lincoln Unit Price	Joe Machens Ford Lincoln Extended Cost	Lou Fusz Ford Unit Price	Lou Fusz Ford Extended Cost	Republic Ford Unit Price	Republic Ford Extended Cost
4.8.1 Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2018 or newer - quote a total firm fixed price per each Configuration 1 vehicle	7	\$ 30,112.00	\$ 210,784.00	\$ 29,909.00	\$ 209,363.00	\$ 29,758.00	\$ 208,306.00
4.8.2 Configuration 2: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2018 or newer - quote a total firm fixed price per each Configuration 2 vehicle	7	\$ 30,150.00	\$ 211,050.00	\$ 29,940.00	\$ 209,580.00	\$ 29,798.00	\$ 208,586.00
4.8.3 Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) K9 Enforcement with Rear A/C/ System Standard 2018 or newer - quote a total firm fixed price per each Configuration 3 vehicle	1	\$ 30,650.00	\$ 30,650.00	\$ 30,445.00	\$ 30,445.00	\$ 30,298.00	\$ 30,298.00
4.8.4 Preparation Cost per vehicle - applies to Configurations 1, 2 and 3	15	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4.8.5 Delivery Cost to Boone County Sheriff Department per vehicle - applies to Configurations 1, 2 and 3	15	\$ -	\$ -	\$ 150.00	\$ 2,250.00	\$ -	\$ -
Grand Total/All Line Items			\$ 452,484.00		\$ 451,638.00		\$ 447,190.00
Delivery ARO		80-100 days		90-120 days		90-120 days	
Warranty		3 yrs/36K miles bumper-bumper; 5 years/100K miles powertrain.		3 yrs/36K miles bumper-bumper; 5 years/100K miles powertrain.		3 yrs/36K miles bumper-bumper; 5 years/100K miles powertrain.	
Co-Op		Yes		Yes		Yes	

**PURCHASE AGREEMENT
FOR
FORD INTERCEPTOR 2018 PURSUIT UTILITY VEHICLES**

THIS AGREEMENT dated the 8th day of March 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Republic Ford** herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement for **Ford Interceptor 2018 Pursuit Utility Vehicles**, County of Boone Request for Bid, bid number **01-26JAN18** in its entirety including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed bid Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **January 25, 2018**, executed by **Steve Forrester**, on behalf of the Contractor, and the clarification e-mail from **Steve Forrester** dated **January 30, 2018**. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with the 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, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed bid Response Form, Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. Contract Period – The contract period shall be the Date of Award (as identified by the County Commission Order) through December 31, 2018.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County with the following vehicle configurations as specified and responded to in the bid specifications identified in paragraph #1 above. All vehicles 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.

Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff Department	
4.8.1 Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2018 or newer	<u>\$29,758.00</u> Total, Firm and Fixed Price Per Each Vehicle
4.8.2 Configuration 2: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2018 or newer	<u>\$29,798.00</u> Total, Firm and Fixed Price Per Each Vehicle
4.8.3 Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) K9 Enforcement with Rear A/C/ System Standard 2018 or newer	<u>\$30,298.00</u> Total, Firm and Fixed Price Per Each Vehicle
4.8.4 Preparation Cost per vehicle – applies to Configurations 1, 2 and 3	No Charge

4.8.5 Delivery Cost to Boone County Sheriff Department per vehicle – applies to Configurations 1, 2 and 3	No Charge
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4. Delivery – The Contractor agrees to deliver each ordered vehicle as stated above to the Boone County Sheriff's Department within 90-120 calendar days after receipt of order. All deliveries should be made to the Boone County Sheriff, 2121 County Drive, Columbia, MO 65202. All deliveries are FOB Destination, Freight Prepaid and Allowed.

5. Warranty – Each vehicle shall be provided with the manufacturer standard warranty that shall be as follows: 36-months/36,000 miles bumper-to-bumper coverage; 60-months/100,000 miles with \$0.00 deductible limited powertrain coverage; and 60-months/unlimited miles corrosion perforation coverage.

6. Billing and Payment - All billing shall be invoiced to the Boone County Sheriff's Department. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or 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 invoices within thirty calendar days of receipt; the Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if the 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.

7. 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.

8. 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 in writing by the Boone County Purchasing Office on behalf of the Sheriff's Department using the same formality as this agreement.

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

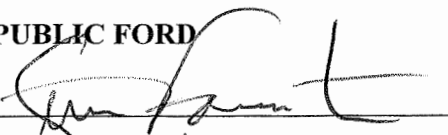
- a. The County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. The County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding 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.

REPUBLIC FORD

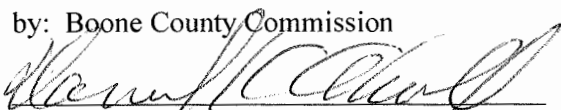
by

title



 GRANT MANAGER

BOONE COUNTY, MISSOURI

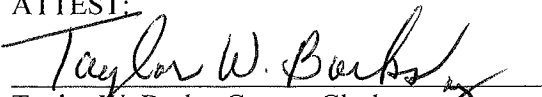
by: Boone County Commission


 Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:


County Counselor

ATTEST:


Taylor W. Burks, 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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Fund: 2901 - Account: 92400: \$268,362.00

Fund: 2902 - Account: 92400: \$29,798.00

June Ritchford by jjs 02/22/18
Signature Date 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.

Revised 1/17/2018

Liz Palazzolo

From: Steve Forrester <sforrester@republicford.com>
Sent: Tuesday, January 30, 2018 7:26 AM
To: Liz Palazzolo
Subject: price protection for RFB01-28JAN18

Liz,

I have just received confirmation from Ford that we will be able to price protect up to 15 units at the 2018 bid price. The remaining units ordered after the 6/08/2018 cutoff date will be 2019 models and will be priced at the 2018 bid price until new contracts are issued, typically in Nov-Dec.

Please feel free to call with any questions.

Regards,

Steve Forrester
Fleet Manager
Republic Ford Lincoln
Carthage Chrysler Dodge Jeep Ram
P. O. Box 700
Republic, MO 65738
417-350-5083 cell
sforrester@republicford.com



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

Liz Palazzolo, CPPO, C.P.M. – Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymmo.org

Bid Data

Bid Number: **01-26JAN18**
Commodity Title: **Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff Department**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, January 26, 2018**

Time: **2:00 P.M.** Central Time.

(NOTE: Bids received after this time will not be opened; they can be returned upon request at the bidder's expense.)

Location / Mail Address: **Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201**

Directions: **The Boone County Annex is located on the Southeast corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.**

Bid Opening

Day / Date: **Friday, January 26, 2018**

Time: **Shortly After 2:00 P.M.** Central Time.

Location / Address: **Boone County Annex Building
Conference Room
613 E. Ash Street
Columbia, MO 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Bid Response Form
Debarment Form
Standard Terms and Conditions
No Bid Response Form**

1. Introduction and General Conditions of Bidding

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites bid 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 Request for 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 the County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Request for Bid. Suppliers, which may be invited to respond, or which express interest in this Request for Bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The bidder whose response to this Request for 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. Request for Bid - This entire document, including attachments. A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this Request for Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" or Request for Bid is used when the need is well defined. An "Invitation For Proposal" or 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 by the bidder per the RFB's instructions.

1.3. BID CLARIFICATION - Questions regarding this Request for Bid should be directed in writing, preferably by e-mail, to the Buyer of Record in the Boone County Purchasing Department. For contact information, see also paragraph 3.2. herein. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders if time permits. Note: The only official position of the County is in writing issued as part of the RFB or as an Addendum to the RFB; any any oral communications between the County and vendors are not considered binding.

1.3.1. Bidder Responsibility - The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document shall not relieve the bidder from any obligation regarding any requirements stated herein. By submitting a response, the bidder is presumed to agree and concur with all terms, conditions, and specifications of this RFB.

1.3.2. Bid Addendum - If it becomes evident that this RFB must be amended/modified/changed, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability of purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The

County also reserves the right to not award a contract(s) as a result of the RFB, and purchase off an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Request for Bid (RFB), any RFB Addenda issued, and the winning bidder's response including any bid clarification requested by the County will be made part of any resulting contract, and will be incorporated in the resulting contract as set forth, i.e., verbatim.
- 1.5.1. **Precedence** - In the event of any contradiction or conflict between the provisions of the documents comprising the resulting contract, all said contradiction or conflict will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract;
 - 2) the provisions of the Request Bid, including any Addenda;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – The bidder shall agree to be bound by the County's standard "boilerplate" terms and conditions for Contracts, as attached to this RFB.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED:** 2018 or newer Ford Interceptor Utility police pursuit vehicles in three configurations as detailed herein for the Boone County Sheriff Department. The County anticipates that up to 15 pursuit vehicles may be ordered from this contract during the 2018 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.
 - 2.1.1. **Quantities:** The contractor shall understand and agree that the quantities stated herein are estimates. Boone County does not guarantee a specific order quantity nor a minimum order quantity. The County reserves the right to increase or decrease quantities as deemed necessary.
- 2.2. **CONTRACT PERIOD:** Any Term and Supply Contract resulting from this RFB shall have an initial term from the **Date of Award through the End of the 2018 Model Year**. Orders may be placed throughout the 2018 model year for a 2018 or newer police pursuit vehicle. All orders off the contract shall be placed by the County with County-issued Purchase Orders, and it is anticipated that multiple orders will be placed from the contract.
 - 2.2.1. **Contract Documents:** The successful bidder (also the “contractor”) shall be obligated to enter into a written contract with the County within thirty (30) calendar 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 the bid. The 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 the RFB or are unacceptable to Boone County’s legal counsel.
- 2.3. **GENERAL REQUIREMENTS**
 - 2.3.1. Vehicle(s) shall be designed and constructed for performance, durability, dependability, and safety suitable for law enforcement travel.
 - 2.3.2. Each vehicle shall be outfitted with required equipment as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
 - 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard manufacturer warranty policies.
 - 2.3.4. **Brand Specific - No Substitutions Allowed:** Because the Boone County Sheriff’s Department has standardized its fleet, only Ford Interceptor vehicles are acceptable.
- 2.4. **MINIMUM SPECIFICATIONS: The contractor shall provide 2018 or newer Ford Interceptor Utility vehicles**
 - 2.4.1. **Configuration #1: Enforcement - 2018 or newer Ford Interceptor Utility**
 - 2.4.2. **Utility – All Wheel Drive (3.7L V6)** *KSA*
 - 2.4.3. **Standard 2018 (or newer) model year features, plus the following:**
 - 2.4.4. Dark car feature (courtesy lamp disabled when any door is opened). *43D*
 - 2.4.5. Front headlamp housing– Police Interceptor Utility specific *86P*
 - 2.4.6. Rear tail light housing – Police Interceptor Utility specific *86T*
 - 2.4.7. Vinyl flooring (1st and 2nd rows) – no carpet flooring –
 - 2.4.8. Vinyl rear seats *9W*
 - 2.4.9. Dome lamp (red/white in cargo area) *17T*
 - 2.4.10. Radio noise suppression bonding *60A*
 - 2.4.11. Spot lamp (driver side, incandescent) *51Y*
 - 2.4.12. Pre-wiring for grille lamp, siren, and speaker *60A*
 - 2.4.13. L.H. and R.H power heated power adjusting outside rearview mirrors *549*
 - 2.4.14. 5” center caps in lieu of full wheel covers –
 - 2.4.15. Rear view camera (image displayed in rear view mirror) *87R*
 - 2.4.16. Rear console plate *85R*
 - 2.4.17. Re-mappable (4) switches on steering wheel (with SYNC) *61S*
 - 2.4.18. Hidden door lock plunger with rear door handles inoperable. *52P*

- 2.4.19. Windows (rear window power **delete**, operable from front driver side) 18W
- 2.4.20. Keyed alike (fleet) with at least 4 keys/FOBS per vehicle provided. The key code will be provided at time of order. 59E?
- 2.4.21. Front license plate bracket 153
- 2.4.22. Police Engine Idle feature 47A
- 2.4.23. Remote Keyless Entry System (available with fleet keyed alike) 55F
- 2.4.24. SYNC Basic (includes Reverse Sensing) 53M
- 2.4.25. Reverse Sensing (included with SYNC Basic) 76R
- 2.4.26. Global Lock / Unlock feature 18D
- 2.4.27. **Delete** "Interceptor" badge from rear liftgate 16D
- 2.4.28. Color: Specified at time of order
- 2.4.29. Keyed Alike Code: Specified at time of order

2.4.30. **Configuration #2: Corrections - 2018 Ford Interceptor Utility**

- 2.4.31. **Utility – All Wheel Drive (3.7L V6) KSA**
- 2.4.32. **Standard 2018 model year features, plus the following:**
- 2.4.33. Standard Front headlamp housing (non-police) –
- 2.4.34. Standard Rear tail light housing (non-police) –
- 2.4.35. Vinyl flooring (1st and 2nd rows) – no carpet flooring –
- 2.4.36. Vinyl rear seats 9W
- 2.4.37. Dome lamp (red/white in cargo area) 177
- 2.4.38. Radio noise suppression bonding 60R
- 2.4.39. **Delete** "Dark car" feature –
- 2.4.40. **Delete** spot lamp (driver side, incandescent) –
- 2.4.41. **Delete** pre-wiring for grille lamp, siren, and speaker –
- 2.4.42. **Delete** "Interceptor" badge from rear liftgate 16D
- 2.4.43. L.H. and R.H. power heated, power adjusting outside rearview mirrors 549
- 2.4.44. 18" full face wheel covers 65L
- 2.4.45. Rear view camera (image displayed in rear view mirror) 87R
- 2.4.46. Hidden door lock plunger with rear door handles inoperable 52P
- 2.4.47. Rear console plate 85R
- 2.4.48. Windows (rear window power **delete**, operable from front driver side) 18W
- 2.4.49. Keyed alike (fleet) with at least 4 keys/FOBs per vehicle provided. The key code will be provided at time of order. 59E?
- 2.4.50. Front license plate bracket 153
- 2.4.51. Remote Keyless Entry System (available with fleet keyed alike) 55F
- 2.4.52. SYNC Basic (includes Reverse Sensing) 53M
- 2.4.53. Reverse Sensing (included with SYNC Basic) 76R
- 2.4.54. Auxiliary air conditioning (rear a/c) 17A
- 2.4.55. Global Lock / Unlock feature 18D
- 2.4.56. Police engine idle feature 47A
- 2.4.57. Color: To be specified at the time of order
- 2.4.58. Keyed Alike Code: Specified at time of order

2.4.59. **Configuration #3: Enforcement K9 with Rear A/C System - 2018 or newer Ford Interceptor Utility**

- 2.4.60. **Utility – All Wheel Drive (3.7L V6) KBA**
- 2.4.61. **Standard 2018 (or newer) model year features, plus the following:**
- 2.4.62. Dark car feature (courtesy lamp disabled when any door is opened). 43D
- 2.4.63. Front headlamp housing– Police Interceptor Utility specific 86P
- 2.4.64. Rear tail light housing – Police Interceptor Utility specific 86R

- 2.4.65. Vinyl flooring (1st and 2nd rows) – no carpet flooring ~~4~~ –
- 2.4.66. Vinyl rear seats ~~9W~~
- 2.4.67. Dome lamp (red/white in cargo area) ~~17T~~
- 2.4.68. Radio noise suppression bonding ~~60R~~
- 2.4.69. Spot lamp (driver side, incandescent) ~~57Y~~
- 2.4.70. Pre-wiring for grille lamp, siren, and speaker ~~60A~~
- 2.4.71. L.H. and R.H power heated power adjusting outside rearview mirrors ~~549~~
- 2.4.72. 5" center caps in lieu of full wheel covers —
- 2.4.73. Rear view camera (image displayed in rear view mirror) ~~87R~~
- 2.4.74. Rear console plate ~~85R~~
- 2.4.75. Re-mappable (4) switches on steering wheel (with SYNC) ~~61S~~
- 2.4.76. Hidden door lock plunger with rear door handles inoperable. ~~52P~~
- 2.4.77. Windows (rear window power ~~delete~~, operable from front driver side) ~~18W~~
- 2.4.78. Keyed alike (fleet) with at least 4 keys/FOBS per vehicle provided. The key code will be provided at time of order. ~~59E1~~
- 2.4.79. Front license plate bracket ~~153~~
- 2.4.80. Police Engine Idle feature ~~47A~~
- 2.4.81. Remote Keyless Entry System (available with fleet keyed alike) ~~55F~~
- 2.4.82. SYNC Basic (includes Reverse Sensing) ~~53M~~
- 2.4.83. Reverse Sensing (included with SYNC Basic) ~~76R~~
- 2.4.84. Global Lock / Unlock feature ~~18D~~
- 2.4.85. ~~Delete~~ "Interceptor" badge from rear liftgate ~~16D~~
- 2.4.86. Color: Specified at time of order
- 2.4.87. Keyed Alike Code: Specified at time of order
- 2.4.88. Rear A/C system ~~17A~~

2.5. **Designee:** The Boone County Sheriff's Department is the designee for receipt of vehicles.

2.7. **Delivery:** All vehicles shall be delivered with Bill of Sale and Title of Ownership.

2.7.1. **Delivery Terms and Address / Invoice Address:** FOB Destination - Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.7.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.8. **ADDITIONAL TERMS AND CONDITIONS:**

2.8.1 Equipment shall be properly serviced prior to delivery, including grease and oil to the proper levels.

2.8.2. The contractor shall provide an owner's manual for each vehicle, and other product literature for other equipment required pursuant to specifications contained herein.

2.8.3 **Warranty:** The contractor shall provide the manufacturer's standard warranty on each vehicle including all features specified herein. The warranty shall commence upon the County's acceptance of the vehicle.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit a bid response that strictly conforms to the mandatory requirements and technical specifications stated herein. Failure to adhere to all requirements may result in the bidder’s bid response being disqualified as non-responsive. All bid responses must be submitted using the provided “Bid Response Sheet” that follows. Every question should be answered, and if not applicable, the section should contain “N/A.” Manufacturer’s published specification sheets for the vehicles requested should be included with the response.
- 3.2. **CONTACT:** All questions about the Request for Bid must be referred to the Buyer of Record for Boone County Purchasing, Liz Palazzolo, Senior Buyer at 573-886-4392, lpalazzolo@boonecountymo.org prior to the RFB closing date. Bidders are encouraged to contact the Purchasing Office with questions at least ten (10) calendar days prior to bid opening. Bidders shall not contact the Sheriff’s Office with questions about this RFB.
- 3.2. **SUBMITTAL OF RESPONSES:** Bid responses MUST be received by the date and time noted on the title page under “Bid Submission Information and Deadline”. NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award:** If the bidder wishes to be advised of the outcome of this bidding process, the results are posted and may be viewed on Boone County’s Purchasing web page www.showmeboone.com. (Purchasing/Bid Awards)
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page, all bid responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any bid response.
- 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in Boone County Purchasing’s Vendor Database to whom the Bid was sent elects not to submit a bid response and fails to reply in writing stating reasons for not bidding (i.e., uses the “No Bid Response” form, then that bidder’s name may be removed from the Purchasing vendor database. Other reasons for removal include the vendor’s unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **BID DEVIATIONS:**
- 3.4.1. It is the bidder’s responsibility to submit a bid that meets all mandatory specifications stated herein. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder’s proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 3.5. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.5.1. **Rejection Or Correction Of Responses:** The County reserves the right to reject any or all bid responses. Minor irregularities or informalities in any bid response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Request for Bid conditions, may be waived at the County’s discretion whenever it is determined to be in the County’s best interest.
- 3.6. **EVALUATION PROCESS:** The County’s sole purpose in the evaluation process is to determine from among the bids received, which one is best suited to meet the County’s needs at the lowest possible cost. Any final analysis (or weighted point score as may be applicable) does not imply that one bidder is superior to another, but simply that in the County’s judgment, the selected bidder appears to offer the best overall solution for the County’s current and anticipated needs at the lowest possible cost to the County.
- 3.6.1. **Evaluation Considerations:** The evaluation of bids will be based on responsiveness to bidding requirements, adherence to mandatory specifications, price, warranty, delivery time after receipt of order, and other contractor support considerations.
- 3.6.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services

offered are acceptable for County use.

- 3.6.3. **Firm Pricing:** The bidder's pricing must be firm and fixed for ninety (90) calendar days after the RFB closing date. If a contract is awarded, all pricing shall be considered binding for the duration of the contract period.

4. BID RESPONSE FORM

- 4.1. Company Name: REPUBLIC FORD LINCOLN, INC.
- 4.2. Address: P.O. Box 700
- 4.3. City/Zip: REPUBLIC, MO 65738
- 4.4. Phone Number: 417-350-5083
- 4.5. E-mail Address: SFORRESTER@REPUBLICFORD.COM
- 4.6. Fax Number: 417-732-6307
- 4.7. Federal Tax ID: 43-1311800
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

Note: The County intends to purchase up to 15 total vehicles over the course of the contract period as determined to best meet the County's needs. However, the bidder shall understand that the County does not make a specific guarantee about the total quantity of vehicles that will be ordered.

4.8. FIRM FIXED PRICING Qty Total Per Each Price

4.8.1.	Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2018 or newer – quote a total firm fixed price per each Configuration 1 vehicle	1	\$ 29,758.
4.8.2.	Configuration 2: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2018 or newer - quote a total firm fixed price per each Configuration 2 vehicle	1	\$ 29,798.
4.8.3.	Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) K9 Enforcement with Rear A/C/ System Standard 2018 or newer - quote a total firm fixed price per each Configuration 3 vehicle	1	\$ 30,298.
4.8.4.	Preparation Cost per vehicle – applies to Configurations 1, 2 and 3	1	\$ 0
4.8.5.	Delivery Cost to Boone County Sheriff Department per vehicle – applies to Configurations 1, 2 and 3	1	\$ 0

BUILD STREET ATTACHMENT

BUILD STREET ATTACHMENT

BUILD STREET ATTACHMENT

4.9. Warranty Terms: The standard manufacturer warranty must be provided. The bidder should describe the warranty terms below (e.g., duration and coverage) in the provided space:

BASIC BUMPER TO BUMPER 36 MONTH / 36,000 MILES
LIMITED POWERTRAIN 60 MONTH / 100,000 MILES - WITH \$0 DEDUCTIBLE
CORROSION PROTECTION 60 MONTH / UNLIMITED MILES

4.10. Other Product Information: The bidder should provide other relevant product information including manufacturer product sheets that address the vehicle specifications contained herein. Any other product information that the bidder considers relevant such as product performance or recall information should be included.

ATTACHED

4.11. Order Cut-off for 2018 Models: If the manufacturer cut-off date to order the 2018 Ford Interceptor SUV has been set, please indicate it in the available space below:

6/08/2018

4.12. Cooperative Procurement: Will the bidder honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

4.13. Delivery in Calendar Days After Receipt of Order: 90-120 Days

4.14. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

4.14.1.

[Signature]

Date: 1/25/2018

Print Name and Title of Authorized Representative

4.14.2.

STEVE FORRESTER, Fleet Manager

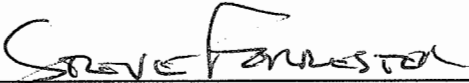
(Please complete and return with Bid Response)

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

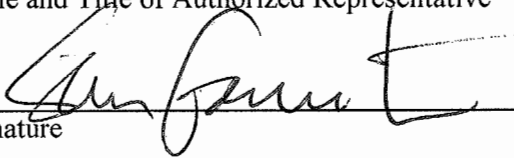
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(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.

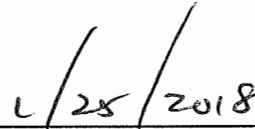


Name and Title of Authorized Representative



Signature

Date





Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Standard Terms and Conditions

Liz Palazzolo, CPPO, C.P.M. - Senior Buyer
(573) 886-4392; Fax: (573) 886-4390

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.

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/18 19:39:47

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Dealer: F53493

2018 EXPLORER 4-DOOR

Page: 1 of 2

Order No: Q888 Priority: C2 Ord FIN: QS461 Order Type: 5B Price Level: 820
 Ord Code: 500A Cust/Flt Name: BOONE COUNTY PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$32805	47A	ENGINE IDLE	\$260
	.112.6" WB		51Y	DRV SDE SPT LMP	215
G1	SHADOW BLACK		53M	SYNC SYSTEM	295
9	CLTH BKTS/VNL R		549	PWR MIRR HTD	60
W	EBONY BLACK		55F	KEYLESS - 4 FOB	340
500A	EQUIP GRP		59E	KEY CODE 1435X	50
	.PREM SINGLE CD		60A	GRILL WIRING	50
99R	.3.7L V6 TIVCT	NC	60R	NOISE SUPPRESS	100
44C	.6-SPD AUTO TRAN	NC			
52P	DR LOCK PLUNGER	160		TOTAL BASE AND OPTIONS	36025
16D	BADGE DELETE	NC		TOTAL	36025
17T	CARGO DOME LAMP	50		*THIS IS NOT AN INVOICE*	
18D	GBL LOCK/UNLOCK	NC			
18W	RR WINDOW DEL	25		* MORE ORDER INFO NEXT PAGE *	
43D	COURTESY DISABL	20			

F1=Help F2=Return to Order F8=Next
 F4=Submit F5=Add to Library F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.

QC05218

CONFIGURATION #1

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/18 19:39:55

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Dealer: F53493

2018 EXPLORER 4-DOOR

Page: 2 of 2

Order No: Q888 Priority: C2 Ord FIN: QS461 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: BOONE COUNTY PO Number:

	RETAIL		RETAIL
61S	CONFIG STR WHL	\$155	TOTAL \$36025
76R	REVERSE SENSING	275	*THIS IS NOT AN INVOICE*
85R	RR MOUNT PLATE	35	
86P	FRT LMP HOUSING	125	
86T	RR TAILLAMP HSG	60	
87R	RR VIEW MIR/CAM	NC	
	FLEX-FUEL		
153	FRT LICENSE BKT	NC	
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT	NC	
	DEST AND DELIV	945	

TOTAL BASE AND OPTIONS 36025

F7=Prev

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC05218

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/18 19:27:41

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Dealer: F53493

2018 EXPLORER 4-DOOR

Page: 1 of 2

Order No: Q888 Priority: C2 Ord FIN: QS461 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: BOONE COUNTY PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$32805	47A	ENGINE IDLE	\$260
	.112.6" WB		53M	SYNC SYSTEM	295
G1	SHADOW BLACK		549	PWR MIRR HTD	60
9	CLTH BKTS/VNL R		55F	KEYLESS - 4 FOB	340
W	EBONY BLACK		59E	KEY CODE 1435X	50
500A	EQUIP GRP		60R	NOISE SUPPRESS	100
	.PREM SINGLE CD		65L	18" WHEEL COVER	60
99R	.3.7L V6 TIVCT	NC	76R	REVERSE SENSING	275
44C	.6-SPD AUTO TRAN	NC			
52P	DR LOCK PLUNGER	160		TOTAL BASE AND OPTIONS	36070
16D	BADGE DELETE	NC		TOTAL	36070
17A	AUX CLIMATE CTL	610		*THIS IS NOT AN INVOICE*	
17T	CARGO DOME LAMP	50			
18D	GBL LOCK/UNLOCK	NC		* MORE ORDER INFO NEXT PAGE *	
18W	RR WINDOW DEL	25		F8=Next	

F1=Help F2=Return to Order
F4=Submit F5=Add to Library

F3/F12=Veh Ord Menu

S006 - MORE DATA IS AVAILABLE.

QC05218

Configuration # 2

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/18 19:27:52

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Dealer: F53493

2018 EXPLORER 4-DOOR

Page: 2 of 2

Order No: Q888 Priority: C2 Ord FIN: QS461 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: BOONE COUNTY PO Number:

RETAIL

RETAIL

85R RR MOUNT PLATE \$35

87R RR VIEW MIR/CAM NC

FLEX-FUEL

153 FRT LICENSE BKT NC

SP DLR ACCT ADJ

SP FLT ACCT CR

FUEL CHARGE

B4A NET INV FLT OPT NC

DEST AND DELIV 945

TOTAL BASE AND OPTIONS 36070

TOTAL 36070

THIS IS NOT AN INVOICE

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC05218

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/18 19:45:07

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Dealer: F53493

2018 EXPLORER 4-DOOR

Page: 1 of 2

Order No: Q888 Priority: C2 Ord FIN: QS461 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: BOONE COUNTY PO Number:

		RETAIL			RETAIL
K8A	4DR AWD POLICE	\$32805	43D	COURTESY DISABL	\$20
	.112.6" WB		47A	ENGINE IDLE	260
G1	SHADOW BLACK		51Y	DRV SDE SPT LMP	215
9	CLTH BKTS/VNL R		53M	SYNC SYSTEM	295
W	EBONY BLACK		549	PWR MIRR HTD	60
500A	EQUIP GRP		55F	KEYLESS - 4 FOB	340
	.PREM SINGLE CD		59E	KEY CODE 1435X	50
99R	.3.7L V6 TIVCT	NC	60A	GRILL WIRING	50
44C	.6-SPD AUTO TRAN	NC			
52P	DR LOCK PLUNGER	160		TOTAL BASE AND OPTIONS	36635
16D	BADGE DELETE	NC		TOTAL	36635
17A	AUX CLIMATE CTL	610		*THIS IS NOT AN INVOICE*	
17T	CARGO DOME LAMP	50			
18D	GBL LOCK/UNLOCK	NC		* MORE ORDER INFO NEXT PAGE *	
18W	RR WINDOW DEL	25		F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC05218

CONFIGURATION #3

CNGP530

VEHICLE ORDER CONFIRMATION

01/22/18 19:45:14

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Dealer: F53493

2018 EXPLORER 4-DOOR

Page: 2 of 2

Order No: Q888 Priority: C2 Ord FIN: QS461 Order Type: 5B Price Level: 820

Ord Code: 500A Cust/Flt Name: BOONE COUNTY PO Number:

	RETAIL		RETAIL
60R	NOISE SUPPRESS	\$100	TOTAL BASE AND OPTIONS\$36635
61S	CONFIG STR WHL	155	TOTAL 36635
76R	REVERSE SENSING	275	*THIS IS NOT AN INVOICE*
85R	RR MOUNT PLATE	35	
86P	FRT LMP HOUSING	125	
86T	RR TAILLAMP HSG	60	
87R	RR VIEW MIR/CAM	NC	
	FLEX-FUEL		
153	FRT LICENSE BKT	NC	
	SP DLR ACCT ADJ		
	SP FLT ACCT CR		
	FUEL CHARGE		
B4A	NET INV FLT OPT	NC	
	DEST AND DELIV	945	

F1=Help

F2=Return to Order

F7=Prev

F4=Submit

F5=Add to Library

F3/F12=Veh Ord Menu

S099 - PRESS F4 TO SUBMIT

QC05218

Ford Interceptor Warranty Information

Basic bumper to bumper.....36 month/36,000 miles
Limited Powertrain (with \$0 deductible).....60month/100,000 miles
Corrosion Perforation.....60 month/unlimited miles

2018 POLICE & SPECIAL SERVICE VEHICLES



STEVE FORRESTER
FLEET MANAGER

sforrester@republicford.com
www.republicford.com

REPUBLIC FORD LINCOLN (417) 732-2626 phone
P. O. BOX 700 (417) 350-5083 cellular
REPUBLIC, MO 65738 (417) 732-6307 fax



Request for Bid (RFB)

Boone County Purchasing
613 E. Ash St., Room 110
Columbia, MO 65201

Liz Palazzolo, CPPO, C.P.M. – Senior Buyer
(573) 886-4392 – Fax: (573) 886-4390
Email: lpalazzolo@boonecountymo.org

Bid Data

Bid Number: **01-26JAN18**
Commodity Title: **Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone County Sheriff Department**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Friday, January 26, 2018**

Time: **2:00 P.M.** Central Time.

(NOTE: Bids received after this time will not be opened; they can be returned upon request at the bidder's expense.)

Location / Mail Address: Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 109
Columbia, MO 65201

Directions: The Boone County Annex is located on the Southeast corner at 7th St. and Ash St. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **Friday, January 26, 2018**

Time: **Shortly After 2:00 P.M.** Central Time.

Location / Address: Boone County Annex Building
Conference Room
613 E. Ash Street
Columbia, MO 65201

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Bid Response Form**
Debarment Form
Standard Terms and Conditions
No Bid Response Form

1. Introduction and General Conditions of Bidding

1.1. INVITATION - The County of Boone, through its Purchasing Department, invites bid 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 Request for 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 the County. The term may apply differently to different classes of entities, as the context will indicate.

Bidder - Any business entity submitting a response to this Request for Bid. Suppliers, which may be invited to respond, or which express interest in this Request for Bid, but which do not submit a response, have no obligations with respect to the bid requirements.

Contractor - The bidder whose response to this Request for 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. Request for Bid - This entire document, including attachments. A Request for Bid (RFB) may be used to solicit various kinds of information. The kind of information this Request for Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" or Request for Bid is used when the need is well defined. An "Invitation For Proposal" or 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 by the bidder per the RFB's instructions.

1.3. BID CLARIFICATION - Questions regarding this Request for Bid should be directed in writing, preferably by e-mail, to the Buyer of Record in the Boone County Purchasing Department. For contact information, see also paragraph 3.2. herein. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective bidders if time permits. Note: The only official position of the County is in writing issued as part of the RFB or as an Addendum to the RFB; any any oral communications between the County and vendors are not considered binding.

1.3.1. Bidder Responsibility - The bidder is expected to be thoroughly familiar with all specifications and requirements of this RFB. The bidder's failure or omission to examine any relevant form, article, site or document shall not relieve the bidder from any obligation regarding any requirements stated herein. By submitting a response, the bidder is presumed to agree and concur with all terms, conditions, and specifications of this RFB.

1.3.2. Bid Addendum - If it becomes evident that this RFB must be amended/modified/changed, the Purchasing Department will issue a formal written Addendum 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 bid(s) provides the greatest value to the County from the standpoint of suitability of purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The

County also reserves the right to not award a contract(s) as a result of the RFB, and purchase off an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.

- 1.5. **CONTRACT EXECUTION** - This Request for Bid (RFB), any RFB Addenda issued, and the winning bidder's response including any bid clarification requested by the County will be made part of any resulting contract, and will be incorporated in the resulting contract as set forth, i.e., verbatim.
- 1.5.1. **Precedence** - In the event of any contradiction or conflict between the provisions of the documents comprising the resulting contract, all said contradiction or conflict will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract;
 - 2) the provisions of the Request Bid, including any Addenda;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – The bidder shall agree to be bound by the County's standard "boilerplate" terms and conditions for Contracts, as attached to this RFB.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED:** 2018 or newer Ford Interceptor Utility police pursuit vehicles in three configurations as detailed herein for the Boone County Sheriff Department. The County anticipates that up to 15 pursuit vehicles may be ordered from this contract during the 2018 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.
- 2.1.1. **Quantities:** The contractor shall understand and agree that the quantities stated herein are estimates. Boone County does not guarantee a specific order quantity nor a minimum order quantity. The County reserves the right to increase or decrease quantities as deemed necessary.
- 2.2. **CONTRACT PERIOD:** Any Term and Supply Contract resulting from this RFB shall have an initial term from the **Date of Award through the End of the 2018 Model Year**. Orders may be placed throughout the 2018 model year for a 2018 or newer police pursuit vehicle. All orders off the contract shall be placed by the County with County-issued Purchase Orders, and it is anticipated that multiple orders will be placed from the contract.
- 2.2.1. **Contract Documents:** The successful bidder (also the “contractor”) shall be obligated to enter into a written contract with the County within thirty (30) calendar 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 the bid. The 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 the RFB or are unacceptable to Boone County’s legal counsel.
- 2.3. **GENERAL REQUIREMENTS**
- 2.3.1. Vehicle(s) shall be designed and constructed for performance, durability, dependability, and safety suitable for law enforcement travel.
- 2.3.2. Each vehicle shall be outfitted with required equipment as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
- 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard manufacturer warranty policies.
- 2.3.4. **Brand Specific - No Substitutions Allowed:** Because the Boone County Sheriff’s Department has standardized its fleet, only Ford Interceptor vehicles are acceptable.
- 2.4. **MINIMUM SPECIFICATIONS: The contractor shall provide 2018 or newer Ford Interceptor Utility vehicles**
- 2.4.1. **Configuration #1: Enforcement - 2018 or newer Ford Interceptor Utility**
- 2.4.2. **Utility – All Wheel Drive (3.7L V6)**
- 2.4.3. **Standard 2018 (or newer) model year features, plus the following:**
- 2.4.4. Dark car feature (courtesy lamp disabled when any door is opened).
- 2.4.5. Front headlamp housing– Police Interceptor Utility specific
- 2.4.6. Rear tail light housing – Police Interceptor Utility specific
- 2.4.7. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.4.8. Vinyl rear seats
- 2.4.9. Dome lamp (red/white in cargo area)
- 2.4.10. Radio noise suppression bonding
- 2.4.11. Spot lamp (driver side, incandescent)
- 2.4.12. Pre-wiring for grille lamp, siren, and speaker
- 2.4.13. L.H. and R.H power heated power adjusting outside rearview mirrors
- 2.4.14. 5” center caps in lieu of full wheel covers
- 2.4.15. Rear view camera (image displayed in rear view mirror)
- 2.4.16. Rear console plate 85R
- 2.4.17. Re-mappable (4) switches on steering wheel (with SYNC)
- 2.4.18. Hidden door lock plunger with rear door handles inoperable.

- 2.4.19. Windows (rear window power **delete**, operable from front driver side)
- 2.4.20. Keyed alike (fleet) with at least 4 keys/FOBS per vehicle provided. The key code will be provided at time of order.
- 2.4.21. Front license plate bracket
- 2.4.22. Police Engine Idle feature
- 2.4.23. Remote Keyless Entry System (available with fleet keyed alike)
- 2.4.24. SYNC Basic (includes Reverse Sensing)
- 2.4.25. Reverse Sensing (included with SYNC Basic)
- 2.4.26. Global Lock / Unlock feature
- 2.4.27. **Delete** "Interceptor" badge from rear liftgate
- 2.4.28. Color: Specified at time of order
- 2.4.29. Keyed Alike Code: Specified at time of order

2.4.30. **Configuration #2: Corrections - 2018 Ford Interceptor Utility**

- 2.4.31. **Utility – All Wheel Drive (3.7L V6)**
- 2.4.32. **Standard 2018 model year features, plus the following:**
- 2.4.33. Standard Front headlamp housing (non-police)
- 2.4.34. Standard Rear tail light housing (non-police)
- 2.4.35. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.4.36. Vinyl rear seats
- 2.4.37. Dome lamp (red/white in cargo area)
- 2.4.38. Radio noise suppression bonding
- 2.4.39. **Delete** "Dark car" feature
- 2.4.40. **Delete** spot lamp (driver side, incandescent)
- 2.4.41. **Delete** pre-wiring for grille lamp, siren, and speaker
- 2.4.42. **Delete** "Interceptor" badge from rear liftgate
- 2.4.43. L.H. and R.H. power heated, power adjusting outside rearview mirrors
- 2.4.44. 18" full face wheel covers
- 2.4.45. Rear view camera (image displayed in rear view mirror)
- 2.4.46. Hidden door lock plunger with rear door handles inoperable
- 2.4.47. Rear console plate 85R
- 2.4.48. Windows (rear window power **delete**, operable from front driver side)
- 2.4.49. Keyed alike (fleet) with at least 4 keys/FOBs per vehicle provided. The key code will be provided at time of order.
- 2.4.50. Front license plate bracket
- 2.4.51. Remote Keyless Entry System (available with fleet keyed alike)
- 2.4.52. SYNC Basic (includes Reverse Sensing)
- 2.4.53. Reverse Sensing (included with SYNC Basic)
- 2.4.54. Auxiliary air conditioning (rear a/c)
- 2.4.55. Global Lock / Unlock feature
- 2.4.56. Police engine idle feature
- 2.4.57. Color: To be specified at the time of order
- 2.4.58. Keyed Alike Code: Specified at time of order

2.4.59. **Configuration #3: Enforcement K9 with Rear A/C System - 2018 or newer Ford Interceptor Utility**

- 2.4.60. **Utility – All Wheel Drive (3.7L V6)**
- 2.4.61. **Standard 2018 (or newer) model year features, plus the following:**
- 2.4.62. Dark car feature (courtesy lamp disabled when any door is opened).
- 2.4.63. Front headlamp housing– Police Interceptor Utility specific
- 2.4.64. Rear tail light housing – Police Interceptor Utility specific

- 2.4.65. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.4.66. Vinyl rear seats
- 2.4.67. Dome lamp (red/white in cargo area)
- 2.4.68. Radio noise suppression bonding
- 2.4.69. Spot lamp (driver side, incandescent)
- 2.4.70. Pre-wiring for grille lamp, siren, and speaker
- 2.4.71. L.H. and R.H power heated power adjusting outside rearview mirrors
- 2.4.72. 5” center caps in lieu of full wheel covers
- 2.4.73. Rear view camera (image displayed in rear view mirror)
- 2.4.74. Rear console plate 85R
- 2.4.75. Re-mappable (4) switches on steering wheel (with SYNC)
- 2.4.76. Hidden door lock plunger with rear door handles inoperable.
- 2.4.77. Windows (rear window power **delete**, operable from front driver side)
- 2.4.78. Keyed alike (fleet) with at least 4 keys/FOBS per vehicle provided. The key code will be provided at time of order.
- 2.4.79. Front license plate bracket
- 2.4.80. Police Engine Idle feature
- 2.4.81. Remote Keyless Entry System (available with fleet keyed alike)
- 2.4.82. SYNC Basic (includes Reverse Sensing)
- 2.4.83. Reverse Sensing (included with SYNC Basic)
- 2.4.84. Global Lock / Unlock feature
- 2.4.85. **Delete** “Interceptor” badge from rear liftgate
- 2.4.86. Color: Specified at time of order
- 2.4.87. Keyed Alike Code: Specified at time of order
- 2.4.88. Rear A/C system

2.5. **Designee:** The Boone County Sheriff’s Department is the designee for receipt of vehicles.

2.7. **Delivery:** All vehicles shall be delivered with Bill of Sale and Title of Ownership.

2.7.1. **Delivery Terms and Address / Invoice Address:** FOB Destination - Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202

2.7.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.8. **ADDITIONAL TERMS AND CONDITIONS:**

2.8.1 Equipment shall be properly serviced prior to delivery, including grease and oil to the proper levels.

2.8.2. The contractor shall provide an owner’s manual for each vehicle, and other product literature for other equipment required pursuant to specifications contained herein.

2.8.3 **Warranty:** The contractor shall provide the manufacturer’s standard warranty on each vehicle including all features specified herein. The warranty shall commence upon the County’s acceptance of the vehicle.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT:** In order to enable direct comparison of competing bid responses, the bidder must submit a bid response that strictly conforms to the mandatory requirements and technical specifications stated herein. Failure to adhere to all requirements may result in the bidder's bid response being disqualified as non-responsive. All bid responses must be submitted using the provided "Bid Response Sheet" that follows. Every question should be answered, and if not applicable, the section should contain "N/A." Manufacturer's published specification sheets for the vehicles requested should be included with the response.
- 3.2. **CONTACT:** All questions about the Request for Bid must be referred to the Buyer of Record for Boone County Purchasing, Liz Palazzolo, Senior Buyer at 573-886-4392, lpalazzolo@boonecountymo.org prior to the RFB closing date. Bidders are encouraged to contact the Purchasing Office with questions at least ten (10) calendar days prior to bid opening. Bidders shall not contact the Sheriff's Office with questions about this RFB.
- 3.2. **SUBMITTAL OF RESPONSES:** Bid responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award:** If the bidder wishes to be advised of the outcome of this bidding process, the results are posted and may be viewed on Boone County's Purchasing web page www.showmeboone.com. (Purchasing/Bid Awards)
- 3.3. **BID OPENING:** On the date and time and at the location specified on the title page, all bid responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to review any bid response.
- 3.3.1. **Removal from Vendor Database:** If any prospective bidder currently in Boone County Purchasing's Vendor Database to whom the Bid was sent elects not to submit a bid response and fails to reply in writing stating reasons for not bidding (i.e., uses the "No Bid Response" form, then that bidder's name may be removed from the Purchasing vendor database. Other reasons for removal include the vendor's unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **BID DEVIATIONS:**
- 3.4.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated herein. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 3.5. **RESPONSE CLARIFICATION:** The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.5.1. **Rejection Or Correction Of Responses:** The County reserves the right to reject any or all bid responses. Minor irregularities or informalities in any bid response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Request for Bid conditions, may be waived at the County's discretion whenever it is determined to be in the County's best interest.
- 3.6. **EVALUATION PROCESS:** The County's sole purpose in the evaluation process is to determine from among the bids received, which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis (or weighted point score as may be applicable) does not imply that one bidder is superior to another, but simply that in the County's judgment, the selected bidder appears to offer the best overall solution for the County's current and anticipated needs at the lowest possible cost to the County.
- 3.6.1. **Evaluation Considerations:** The evaluation of bids will be based on responsiveness to bidding requirements, adherence to mandatory specifications, price, warranty, delivery time after receipt of order, and other contractor support considerations.
- 3.6.2. **Acceptability:** The County reserves the sole right to determine whether goods and/or services

offered are acceptable for County use.

- 3.6.3. **Firm Pricing:** The bidder's pricing must be firm and fixed for ninety (90) calendar days after the RFB closing date. If a contract is awarded, all pricing shall be considered binding for the duration of the contract period.

4. BID RESPONSE FORM

4.1. Company Name:

4.2. Address:

4.3. City/Zip:

4.4. Phone Number:

4.5. E-mail Address:

4.6. Fax Number:

4.7. Federal Tax ID:

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

Note: The County intends to purchase up to 15 total vehicles over the course of the contract period as determined to best meet the County’s needs. However, the bidder shall understand that the County does not make a specific guarantee about the total quantity of vehicles that will be ordered.

4.8. FIRM FIXED PRICING Qty Total Per Each Price

4.8.1.	Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2018 or newer – quote a total firm fixed price per each Configuration 1 vehicle	1	\$
4.8.2.	Configuration 2: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2018 or newer - quote a total firm fixed price per each Configuration 2 vehicle	1	\$
4.8.3.	Configuration 3: Corrections Ford Interceptor Utility All-Wheel Drive (3.6L V6) K9 Enforcement with Rear A/C/ System Standard 2018 or newer - quote a total firm fixed price per each Configuration 3 vehicle	1	\$
4.8.4.	Preparation Cost per vehicle – applies to Configurations 1, 2 and 3	1	\$
4.8.5.	Delivery Cost to Boone County Sheriff Department per vehicle – applies to Configurations 1, 2 and 3	1	\$

4.9. Warranty Terms: The standard manufacturer warranty must be provided. The bidder should describe the warranty terms below (e.g., duration and coverage) in the provided space:

4.10. Other Product Information: The bidder should provide other relevant product information including manufacturer product sheets that address the vehicle specifications contained herein. Any other product information that the bidder considers relevant such as product performance or recall information should be included.

4.11. Order Cut-off for 2018 Models: If the manufacturer cut-off date to order the 2018 Ford Interceptor SUV has been set, please indicate it in the available space below:

4.12. Cooperative Procurement: Will the bidder honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

_____ Yes _____ No

4.13. Delivery in Calendar Days After Receipt of Order: _____

4.14. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order.** By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.

Authorized Representative (Sign By Hand):

4.14.1. _____ Date: _____

Print Name and Title of Authorized Representative

4.14.2. _____

(Please complete and return with Bid Response)

**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



Boone County Purchasing
613 E. Ash St., Room 109
Columbia, MO 65201

Standard Terms and Conditions

Liz Palazzolo, CPPO, C.P.M. - Senior Buyer
(573) 886-4392; Fax: (573) 886-4390

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.



"No Bid" Response Form

Boone County Purchasing
613 E. Ash, Room 109
Columbia, MO 65201

Liz Palazzolo, Senior Buyer
(573) 886-4392; Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO SUBMIT A
BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

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

**Bid: 01-26JAN18 – Ford Interceptor 2018 Pursuit Utility Vehicles for the Boone
County Sheriff's Department**

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 8th day of March 20 18


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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Cooperative Contract 11/2018 to purchase Small Interior Construction Services from Professional Contractors and Engineers, Inc. This is a county-wide Term and Supply contract.

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

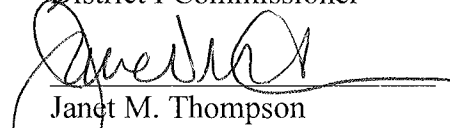
Done this 8th day of March, 2018

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

117-2018

Boone County Purchasing

Robert Wilson
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: February 9, 2018
RE: 11/2018- Small Interior Construction Term and Supply

Facilities Maintenance requests permission to utilize the City of Columbia cooperative contract *11/2018* to purchase small interior construction services from Professional Contractors and Engineers, Inc.

This is a county-wide term and supply contract.

cc: Jody Moore, Facilities Maintenance

Bid File

**PURCHASE AGREEMENT FOR
SMALL INTERIOR CONSTRUCTION TERM & SUPPLY**

THIS AGREEMENT dated the 8th day of March 2018 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Professional Contractors and Engineers Inc.**, herein "Vendor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Small Interior Construction Term and Supply** in compliance with all bid specifications and any addendum issued for the City of Columbia, Missouri Contract **11/2018**, as well as Boone County Standard Terms and Conditions, Work Authorization Certification, Boone County Insurance Requirements, Proof of E-verification Enrollment, and Prevailing Wage Order #24. 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, Boone County Terms and Conditions, and the City of Columbia, Missouri Contract **11/2018** shall prevail and control over the vendor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County, **Small Interior Construction Services** as identified and responded to in the Contractor's Bid Response and in the attached City of Columbia contract. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the City of Columbia contract, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **January 5, 2019** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **four (4) additional one-year periods** subject to the pricing clauses in the contractor's RFB response and the current Prevailing Wage in effect at renewal time.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management Department and billings may only include the prices listed in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Vendor 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 Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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.

PROFESSIONAL CONTRACTORS AND ENGINEERS INC.

By [Signature]
Title pm

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
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 [initials]

2/22/18
Date

County Wide - Term and Supply
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS – CONTRACT WITH 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
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. 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.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. 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.
12. 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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. 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.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. 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.
16. **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.
17. **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 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.

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.

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.

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 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.

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.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2018

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

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

PRODUCER Thomas McGee, L.C. 920 Main Street Suite 1700 P.O. Box 419013 Kansas City MO 64105	CONTACT NAME: Jon Nee PHONE (A/C, No, Ext): 816-843-4632 FAX (A/C, No): 816-472-5018 E-MAIL ADDRESS: jnee@thomasmcgee.com														
INSURED PROFE-2 Professional Contractors & Engineers Incorporated 5900 C North Tower Drive Columbia MO 65202	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : FCCI Insurance Group</td> <td style="text-align: center;">10178</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : FCCI Insurance Group	10178	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES **CERTIFICATE NUMBER:** 1963273640 **REVISION NUMBER:**

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

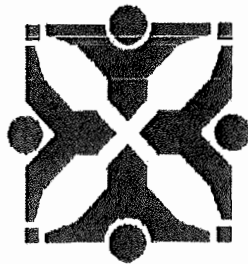
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			CPP00177034	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA10000895901	12/14/2017	12/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			UMB00179584	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC000024404	12/14/2017	12/14/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: City of Columbia Contract #11/2018 - Small Interior Construction
 County of Boone is included as additional insured on the General Liability when required by written contract.

CERTIFICATE HOLDER Boone County Purchasing 613 E. Ash Street, Room 111 Columbia MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**CITY OF COLUMBIA
CONTRACT # 11/2018**

**SMALL INTERIOR CONSTRUCTION
TERM AND SUPPLY**



**FINANCE/PURCHASING DIVISION
CALE TURNER, PURCHASING AGENT
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201**

**DAVID NICHOLS
DIRECTOR OF
PUBLIC WORKS**

**MICHELLE SORENSEN, CPPB
PROCUREMENT OFFICER**

**CITY OF COLUMBIA CONTRACT # 11/2018
FOR SMALL INTERIOR CONSTRUCTION
TERM & SUPPLY
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Exhibits:

- A RFP containing City's Scope of Work and Project Specifications
- B None – reserved for future use
- C None – reserved for future use
- D City approved form for Contractor's Performance Bond
- E City approved form for Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated **November 21, 2017**



**CITY OF COLUMBIA CONTRACT # 11/2018
FOR SMALL INTERIOR CONSTRUCTION TERM AND SUPPLY**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **Professional Contractors & Engineers, Inc**, a corporation organized in the State of Missouri and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Designated Projects as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated **November 21, 2017** for the Designated Projects, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Projects in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. DEFINITIONS:

- a. "As directed," "as required," "as permitted," "acceptable to," and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Designated Project Amount" or "Designated Project Price" shall mean for each Designated Project the amount determined according to the process set forth in Section 3 of this Contract. The Designated Project Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.

- f. "Effective Date" shall be the date of the last signatory to this Contract.
- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph k of this Section.
- h. "Final Acceptance" shall mean a written notice from the Engineer notifying Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from City.
- j. "Project" or "Designated Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract as designated by City in writing through individual purchase orders. It may also include construction by City or others. Purchase orders may consist of a single project or one phase of a larger project. Contractor shall have no more than one purchase order active at any time under this Contract.
- k. "Project Manager" shall be designated by the City of Columbia to manage the Project on behalf of City and shall be assigned with each individual Purchase Order.
- l. "Project Estimated Price" shall mean the Contractor's estimate for the completion of a Designated Project, based upon the pricing in Contractor's proposal in Exhibit L.
- m. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- n. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION:** Contractor agrees to perform the Work on Designated Projects authorized by City purchase order in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

Authorization of Designated Projects by City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in a written purchase order and requesting from Contractor an estimate for the Work on the Designated Project. Contractor shall within fourteen (14) days provide a written estimate to City's Engineer. Should City elect to proceed with the Designated Project, City shall issue a written Notice to Proceed on the Designated Project. If the estimated costs of the Project exceed twenty-five thousand dollars (\$25,000.00), Contractor shall provide to City an original executed Performance Bond and Labor and Material Payment Bond for the Designated Project, on forms provided by City. The form for Contractor's Performance Bond is attached as Exhibit D. The form for Contractor's Labor and Material Payment Bond is attached as Exhibit E. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Project price, guaranteeing complete and faithful performance of the Designated Project and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of work on the Designated Project. If the costs of the Designated Project exceed twenty-five thousand dollars (\$25,000.00), City's Engineer shall not issue a notice to proceed until Contractor has provided City with original executed Performance Bond and Labor and Material Payment Bonds for the Designated Project. The Notice to Proceed for the Designated Project shall indicate a Completion Time for the Project.

3. **AMOUNTS NOT TO EXCEED:** Under no circumstances shall the cumulative amount of payment from City to Contractor for all Designated Projects authorized pursuant to this Contract exceed the amount appropriated for that purpose in a given year, and each Designated Project shall have a not to exceed amount in the purchase order for Contractor's completion of the Project in accordance with the

requirements and terms and conditions set forth in this Contract. City has no financial obligation for both this purchase order and Contract until City Purchasing Agent issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order. As a term and supply contract the budgeted and appropriated amount is a total amount expendable by City on all contracts and designated projects, with no minimum value promised to Contractor. Contractor may not be selected for any designated projects and if so would receive no compensation at all.

The Designated Project Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing and the Project Estimated Price are estimates only, are not guaranteed, and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities used on the Designated Project as determined by City. Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Designated Project site. Contractor shall identify and notify City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Project Estimated Price IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount which shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

3.1 TERM & SUPPLY CONTRACT RENEWAL OPTIONS: The initial term is for one (1) year from the date of signature of this Contract. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until City has a new contract in

place with either Contractor or another provider or until City terminates the Contract.

3.2 This Contract will renew automatically for four (4) additional one-year renewal periods subject to the following:

- a. If Contractor requests an increase in compensation for any renewal period, Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of the increased costs incurred by Contractor for any element of the contract for which an increase is thereby requested.
- b. The Contract Administrator of the Purchasing Division shall notify Contractor in writing of the intent to exercise the renewal option. However, failure to notify Contractor does not waive the City's right to exercise the renewal option.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work on a Designated Project within 24 hours after receiving request by the City of Columbia per calendar days stated in each individual purchase order from the date of the Notice to Proceed. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work described in the individual purchase order is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of one hundred dollars (\$100.00) per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth on the Designated Project purchase order. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by City for the Contractor's failure to complete the Work on the Designated Project within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work on the Designated Project in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work on the Designated Project as set forth herein. Permitting Contractor to continue and finish the Work on the Designated Project or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of City of any of its rights under this Contract.

6. **BONDING:** On each Designated Project on which the Contractor's Project Estimated Price is more than twenty-five thousand dollars (\$25,000.00), Contractor shall deliver, to City, an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Designated Project price, guaranteeing complete and faithful performance of the Designated Project under this Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance on the Designated Project. The approved form for the Contractor's Performance Bond is attached as Exhibit D. The approved form for the Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. 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 City 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.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Projects to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.
9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
10. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified payments for materials

delivered/stored on the Designated Project site (or other City approved storage site with such written assurances as required by City) that shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor approved estimate of the cost of materials delivered to the Designated Project site and work performed at the Designated Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

- b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Designated Project as set forth in Exhibit G to City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for the Designated Project. The acceptance by Contractor of the final payment for the Designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment for the Designated Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract and all Designated Projects will be paid by Contractor, and the total amount of such costs will be included in the total cost of the Work.
- d. Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Designated Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work

performed by his subcontractor, to the extent of each subcontractor's interest therein.

- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress;
 - 2. Defective Work;
 - 3. Failure to make payments to subcontractors or suppliers;
 - 4. Reasonable evidence that all Work or the Designated Project cannot be completed for the unpaid balance of this purchase order Amount;
 - 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
 - 6. Contractor's breach of this Contract; or
 - 7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Designated Project Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Designated Project Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor submitted for each individual Purchase Order; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon, the work shall be done upon a force account basis if so ordered by the Engineer.

11.1 Force Account. City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the Designated Project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

Labor. For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead of the sum of the above items will also be paid Contractor.

Insurance and Taxes. For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, Contractor will receive the actual cost paid, to which no percentage will be added.

Material. For material accepted by the Engineer and used, Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

Equipment. For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, Contractor will be allowed an hourly rate equal to the monthly rental rate divided by one hundred seventy-six (176) hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the Secretary of the Commission at the time the work is begun. The allowed rates will be the rate adjustment factor multiplied by the bare hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs

have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

Subcontracted Work. For administration and all overhead costs in connection with approved subcontract work, Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

Statements. No payment will be made for work performed on a force account basis until Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.
- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to Contractor.

Compensation. Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by City, and the copies shall be signed at the end of each day by both the Engineer and Contractor, one copy to be retained by the Engineer, and one copy to be retained by Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by City. Contractor shall indemnify, defend and save harmless City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by Contractor, will be recognized unless such assignment has had the approval of City and the Surety, (if the Designated Project involves bonding), has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. For each Designated Project, Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing

work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment on a Designated Project.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of Contractor. Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work on a Designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.

25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.
27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

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

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him. After completion of the work and before final payment can be made under this Contract on a Designated Project, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.

- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

29. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

30. **SPECIFICATIONS:** Contractor shall perform all work on the Designated Projects in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.
31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

34. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.

35. **NOTICES:**

a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Purchasing Agent

IF TO CONTRACTOR:

**Professional Contractors &
Engineers, Inc**
5900-C North Tower Drive
Columbia, MO 65201
ATTN: Ryan McCullem

With a Copy to:

Public Works Department
P.O. Box 6015
Columbia, Mo 65205
ATTN: Engineer or Project Manager
John T Conway, P.E.

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
- c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.

36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	RFP containing City's Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	City approved form for Contractor's Performance Bond
E	City approved form for Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate

G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: 
Purchasing Agent

Date: 1-5-18

APPROVED AS TO FORM:

By: 
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, account(s) to be determined at the time of the purchase order, and that there is an unencumbered balance to the credit of such account(s) sufficient to pay therefore.

By: 
Michele Nix, Director of Finance

(Seal)

PROFESSIONAL CONTRACTORS & ENGINEERS, INC

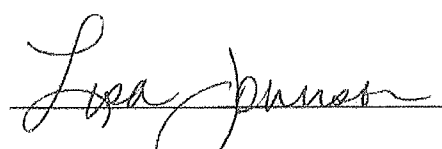
By: 

Name: Matthew Robe

Title: Secretary/Treasurer, CFO

Date: 1-2-18

ATTEST:

By: 
Name: Lisa Johnson

Contract Exhibit

EXHIBIT A

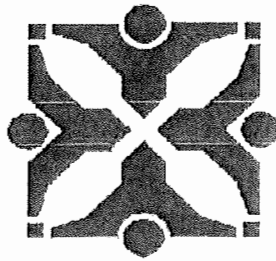
RFP containing City's Scope of Work and Project
Specifications

OPTIVIEW

**CITY OF COLUMBIA
REQUEST FOR QUOTATION**

**COMMUNITY RELATIONS RENOVATION
- GIS RENOVATION -
SMALL INTERIOR CONSTRUCTION T & S**

RFQ # 11/2018



**FINANCE/PURCHASING DIVISION
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201**

**PROJECT MANAGER:
JOHN T. CONWAY, P.E.
PUBLIC WORKS**

**PURCHASING CONTACT:
MICHELLE SORENSEN, CPPB
573-874-6317**

**REQUEST FOR QUOTATION # 11/2018
CLOSING DATE: 2:00 pm, CST, November 21, 2017**

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- (B) Bid Bond
- (C) Missouri Division of Labor Standards Annual Wage Order - #24
- (D) Everify/Work Authorization Affidavit
- (E) Statement of Bidders Qualifications
- (F) W-9

APPENDIX

- 1) Sample Contract – Construction (Community Relations/GIS Projects)
- 2) Sample Contract – Term and Supply (Small Interior Construction)



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

The Request for Quote and the Sample Contract(s) provide information for the bidding, insurance and final award of contract.

Notice: The City of Columbia utilizes the electronic bid program lonwave to send notifications of bid opportunities. TO REGISTER, GO TO: <http://www.gocolumbiamo.com/Finance/Services/appproc.php>



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS COMMUNITY RELATIONS RENOVATION - GIS RENOVATION - SMALL INTERIOR CONSTRUCTION T & S

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS** on the City of Columbia bidding website at www.como.gov/finance/vendors/bid-solicitations **OR HARD PAPER COPY in a sealed envelope, delivered and date stamped at 701 E. Broadway, Purchasing/5th Floor, Columbia, MO 65201 until: 2:00 pm, CST, November 21, 2017** for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications. No faxed or email bids will be accepted.

Questions concerning this Request for Quote may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: Michelle.Sorensen@CoMo.gov

Bidding of RFQ: The City of Columbia shall not accept a partial bid response for RFQ 11/2018. Bidder shall submit response for the Community Relations Renovation, GIS Renovation and the Small Interior Construction, Term and Supply. Any partial bid submission will be marked non-responsive and not be considered.

Pre-Bid Conference A pre-bid conference will be held at City of Columbia, 701 East Broadway, Purchasing/5th Floor, Columbia, MO 65202 on November 9, 2017 at 2:00 p.m. to discuss the specifications. Bidders are strongly encouraged to attend, bring a copy of the specifications for discussion.

Contract Documents: Bidders shall review the sample contract(s) attached as Appendix 1. Any contract for this work shall include all terms set forth in the sample contract(s). Appendix 1- Community Relations and GIS Project and Appendix 2 - Small Interior Construction

Bonding: for the Community Relations and GIS Renovations: Bidder shall submit one (1) bid bond. Bond is to include the Community Relations and GIS Renovation project. A original bid bond on the City of Columbia form in an amount of not less than five percent (5%) of the total bid amount (including all possible alternates), to the Purchasing Division, prior to the bid closing date and time.

Bonding for the Small Interior Construction Term and Supply: A Bid bond is not required for this portion of the RFQ. Performance and Labor and Materials bond shall be required for each designated project that exceeds fifty thousand dollars (\$50,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract.

Acceptable forms of Bid Bonds include:

1.) Original bond on the **City of Columbia Bid Bond Form (Attachment B)** or a certified check made payable to the City of Columbia; or

2.) An electronic bid bond provided by Surety2000.com, as verified by an eleven-digit code which is generated by the Surety2000 system and provided by the contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within sixty (60) days at the price bid, if accepted by the City.

Term and Renewal Terms: The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor

with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days to provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

Prevailing Wages: is included in the RFQ . The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract. **Missouri Department of Labor Wage Order #24 (Attachment C) will be used in the Community Relations Renovation, GIS Renovation and Year 1 of the Small Interior Construction T & S Contract.**

BID RESPONSE

COMMUNITY RELATIONS RENOVATION - GIS RENOVATION – SMALL INTERIOR CONSTRUCTION T & S

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following table.

The City of Columbia has Term and Supply Contracts in place for the Low Voltage Wiring, Asbestos Removal and Furniture Purchase. These contracts, as well as the City of Columbia IT department will be used, it is up to the contractor to contact and schedule the work needed.

The quantities provided below are and estimate only and provided for reference. The Contractor is responsible for confirming actual quantities with the field conditions and bidding accordingly.

Line Item	Item - (GIS Renovation - 1,563 SF)	Unit	Quantity	Unit Price	Amount
1	Mobilization	LS	1		
2	Flooring Protection - Plastic Barrier	SF	1,563		
3	Misc Drywall Demolition	SF	65		
4	Ceiling Demolition	SF	70		
5	Casework/Misc wall attachment removal	EA	3		
6	Flooring Cleaning - Post Construction	SF	1,563		
7	Wall base installation	LF	50		
8	Gypsum Board Partition Walls	SF	385		
9	Gypsum Board - Misc patching	SF	65		
10	Acoustical Ceiling - Reinstallation	SF	70		
11	Painting new walls and existing walls	SF	450		
12	Painting of door frames and misc equip	EA	2		
13	Wood/Metal Blocking for cabinets/equip	LS	1		
14	Joint Sealant	LS	1		
15	Door Hardware	EA	1		
16	Solid Core Wood Door, HM Frame	EA	1		
17	Corner Guard	EA	1		
18	Mechanical Demo & Renovation	LS	1		
19	Electrical Demo & Renovation	LS	1		
Base Bid for GIS Renovation					

Line Item	Item - (Community Relations Renovation 1,564 SF)	Unit	Quantity	Unit Price	Amount
20	Flooring Protection - Plastic Barrier	SF	1,564		
21	Misc Drywall Demolition	SF	200		
22	Clerk Vault Drywall Demolition	SF	100		
23	Ceiling Demolition - includes vault	SF	451		
24	Doors and frames - removed	EA	2		
25	Casework/Misc wall attachment removal	EA	3		
26	Flooring Cleaning - Post Construction	SF	1,564		
27	New Flooring: Carpet Tile	SF	340		
28	Wall base installation	LF	150		
29	Gypsum Board Partition Walls	SF	701		
30	Gypsum Board - Misc patching	SF	200		
31	Acoustical Ceiling - Reinstallation	SF	389		
32	Acoustical Ceiling - new grid & tile	SF	62		
33	Painting new walls and existing walls	SF	1,815		
34	Painting of door frames and misc equip	EA	2		
35	Wood/Metal Blocking for cabinets/equip	LS	1		
36	Plastic Laminate countertop	LF	20		
37	Joint Sealant	LS	1		
38	Door Hardware	EA	2		
39	Solid Core Wood Door, HM Frame	EA	2		
40	Corner Guard	EA	5		
41	Plumb/Fire Protection Demo & Reno	LS	1		
42	Mechanical Demo & Renovation	LS	1		
43	Electrical Demo & Renovation	LS	1		
44	Clerk Vault - fire damper, fire caulking	EA	1		
45	Clerk Vault - Additional drywall, insulation	SF	100		
46	Clerk Vault - Door, Frame & Hardware	EA	1		
47	Electrical for sound masking	EA	1		
48	Sound Masking System: Lencore	LS	1		
Base Bid for Community Relations Renovation					

Line Item	Item - (Small Interior Construction Term and Supply)	Straight Time		Over Time
49	General Foreman – if applicable			
50	Crew Foreman – if applicable			
51	Operator			
52	Laborer - General			
53	Laborer – First Semi Skilled			
54	Carpenter			
55	Electrician (Inside Wireman)			
56	Linoleum Layer and Cutter (carpet also)			
57	Painter			
58	Plaster			
59	Plumber			
60	Tile Setter			
61	Tile Finisher			
62	Asbestos Worker/ Insulator (the City of Columbia has a Asbestos Removal contract in place)			
63	Materials may be provided by the City of Columbia or Materials will be supplied at vendor's cost plus a percent (%). Indicate a percentage. Any applicable freight will be at vendors cost and not subject to markup Any material item coasting over \$100.00 will require a copy of vendors itemized invoice to the City.	Percentage	1	
64	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative?	Yes/No		
65	Contractors/Sub-Contractors that will be servicing the Columbia Police Department will be required to pass a background check.	Acknowledge		

SECTION II

2.1 DBE If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. **DBE? Yes No**

2.2 Subcontracting If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted with the bid proposal.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
_____	_____	_____
_____	_____	_____

2.3 Prevailing Wages All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri’s Division of Labor Standards, Annual Wage Order #24 (Attachment C). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response. **Missouri Department of Labor Wage Order #24 (Attachment C) will be used in the Community Relations Renovation, GIS Renovation and Year 1 of the Small Interior Construction T & S Contract.**

2.4 Executive Order 12549 Regarding Debarment and Suspension By submission of its response, the Bidder certifies that neither he/she nor their principals are 1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 Certification of Non-Resident/Foreign Contractors: If the contractor is a foreign corporation or non-resident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

2.6 Contract Documents: Bidders shall review the sample contract(s) attached as Appendix 1. Any contract for this work shall include all terms and conditions set forth in the sample contract(s).

SECTION III

3.1 Non-Collusion In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

3.2 Addendum(s) The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
_____	_____
_____	_____
_____	_____

3.3 Validity of Bids In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

3.4 PERMITS: Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

3.5 WORK AUTHORIZATION AND EVERIFY: Attachment D must be filled out and included in response submission. Including a copy of company's Everify Certification.

3.6 STATEMENT OF BIDDERS QUALIFICATIONS: Attachment E must be filled out and included in response submission.

3.7 W-9: Attachment F must be filled out and included in response submission.

3.8 Time of Completion & Liquidated Damages Contractor hereby agrees to complete the work described in the Base Bid no later than ninety (90) calendar days from the date of the Notice to Proceed. Contractor shall agree to allow a deduction one hundred dollars (\$100.00) per calendar day from final payment as liquidated damages for each day that completion is delayed beyond said completion date established.

SECTION IV

4.1 INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data on the conditions under which the project will be constructed, scope of contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions made, shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with original specifications.

Exceptions to Specifications – Pages:

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted. Bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification. Additional pages maybe added if necessary.

Bidder shall visit the site of the work and completely inform himself or herself with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. If awarded the contract, the contractor shall not be allowed any extra compensation because of bidder's failure to inform himself by reason of any matter or thing prior to the bidding when such matter or thing Bidder might have reasonably discovered. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors. Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person shall in writing all questions and concerns to Michelle Sorensen/Purchasing at 573-874-6317 or Michelle.Sorensen@como.gov. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents.

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for

which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: **11/2018 -- COMMUNITY RELATIONS RENOVATION - GIS RENOVATION – SMALL INTERIOR CONSTRUCTION T & S**

4.2 SALES TAX EXEMPTION: Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

4.3 BONDING: (For Community Relations Renovation- GIS Renovation): Each bidder shall submit an original bid bond, on the City of Columbia's bid bond form, an amount of not less than five percent (5%) of the total bid amount (including all possible alternates), to the Purchasing Division, prior to the bid closing date and time. Acceptable forms of Bid Bonds include: **1.) an original bond on the City of Columbia form (Attachment B) or a certified check made payable to the City of Columbia; or 2.) an electronic bid bond provided by Surety2000.com, as verified by an eleven-digit code which is generated by the Surety2000 system and provided by the contractor in his/her bid submission.** Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within sixty (60) days at the price bid, if accepted by the City.

If awarded the contract and Contractor delivers an executed Agreement to the City, the Agreement shall be accompanied by an Original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Agreement price, guaranteeing complete and faithful performance of the Agreement and payment of all bills, of whatever nature, which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

BONDING (For Small Interior Construction Term and Supply): A Bid Bond is not required. Performance and Labor bond shall be required for each designated project that exceeds fifty thousand dollars (\$50,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

4.4 INSURANCE REQUIREMENTS:

CONTRACTOR'S INSURANCE: Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
- b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. 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 City 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.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds, during completion of the work, with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

SECTION V

5.1 Reserved Rights/ Awards: City's right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

BIDDERS SIGNATURE:

Firm_____

Individual_____

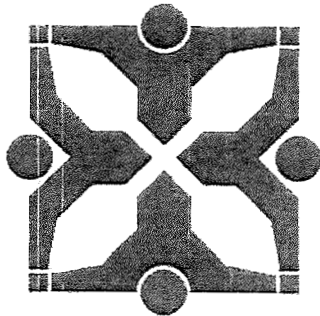
Title_____

Address_____

Phone_____

Email:_____

Date_____



CITY OF COLUMBIA COMMUNITY RELATIONS

701 E. BROADWAY
COLUMBIA, MO 65201

ISSUE FOR: BID DOCUMENTS

September 29, 2017

ARCHITECT:



2001 Wooding Drive, Suite 100
Columbia, MO 65202
phone: 573.443.1407

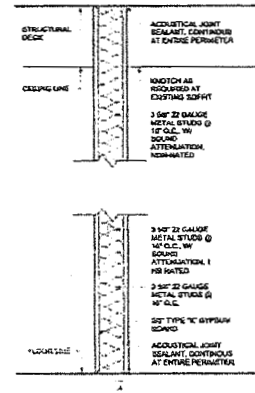
MEP ENGINEER



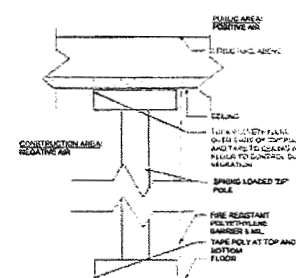
1100 E Walnut
Columbia, MO 65201
phone: 573.875.4385
fax: 573.442.0445

- GENERAL NOTES & SYMBOLS
- GENERAL:
 - GA1: COVER SHEET
 - Mechanical:
 - A111: SPECIFYING ALL OF MATERIALS & DEMONSTRATION PLANS
 - A217: COMMUNITY RELATIONS PLAN
 - Mechanical:
 - MEP1: GENERAL SPECIFICATIONS
 - MEP2: TRAC PLAN
 - Electrical:
 - EP108: POWER DATA PLAN
 - EL108: LIGHTING PLAN
 - FA108: FIRE ALARM PLAN

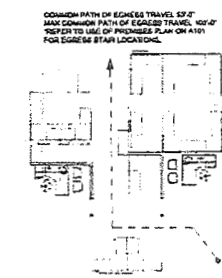
- GENERAL NOTES & SYMBOLS
- | | | | |
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| | | | |



PARTITION TYPES



03 TEMP CONSTRUCTION BARRIER



02 COMMUNITY RELATIONS PLAN

CODE & ZONING INFORMATION

BUILDING CODE: 2015 IRC
ZONING: M-07
USE GROUP: MIXED USE, NON SEPARATED FULLY SPINKLERED
CONSTRUCTION TYPE: IIB
RENOVATION GC: 1,964 S.F.
OCCUPANT LOAD: VARIES BY OCCUPANCY
TOTAL OCCUPANTS: 76

DEFERRED SUBMITTAL: REFER TO SHEET MEP1 FOR INFORMATION REGARDING REQUIREMENTS FOR FIRE SPINKLER SYSTEM AND FIRE ALARM DEFERRED SUBMITTALS. NO OTHER DEFERRED SUBMITTALS ARE REQUIRED FOR THIS PROJECT.

NOTE: NO SPECIAL INSPECTIONS ARE REQUIRED.



CITY OF COLUMBIA - COMMUNITY RELATIONS

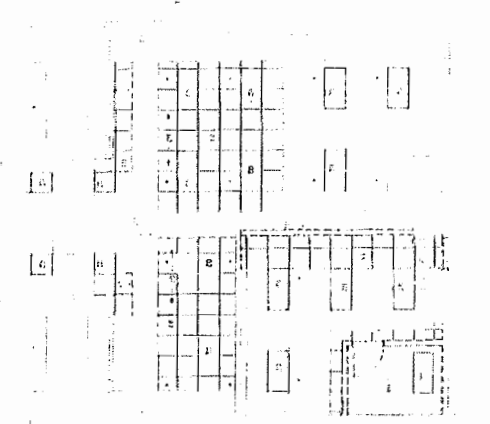
G001 COVER SHEET

SOA PROJECT 17109

MECHANICAL SPECIFICATIONS

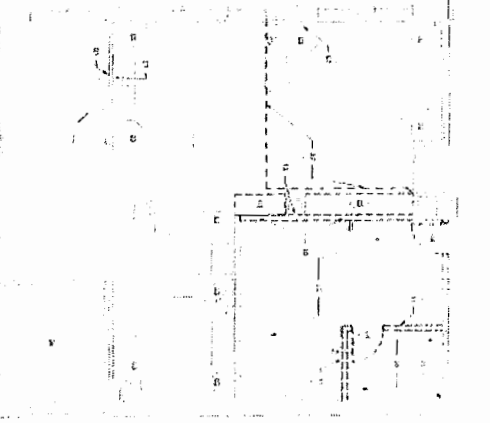
1. GENERAL NOTES: See specifications for mechanical and electrical work.
2. MATERIALS: All materials shall be of the highest quality and conform to the specifications of the manufacturer.
3. INSTALLATION: All work shall be installed in accordance with the manufacturer's instructions and the applicable codes.
4. TESTING: All work shall be tested in accordance with the applicable codes.
5. MAINTENANCE: All work shall be maintained in accordance with the manufacturer's instructions and the applicable codes.
6. PROTECTION: All work shall be protected in accordance with the applicable codes.
7. CLEANING: All work shall be cleaned in accordance with the applicable codes.
8. HANDLING AND STORAGE: All materials shall be handled and stored in accordance with the manufacturer's instructions and the applicable codes.
9. SAFETY: All work shall be performed in accordance with the applicable safety codes.
10. QUALITY CONTROL: All work shall be inspected in accordance with the applicable codes.
11. WARRANTY: All work shall be warranted in accordance with the manufacturer's instructions and the applicable codes.
12. SCHEDULE: All work shall be completed in accordance with the project schedule.
13. BIDDING: All work shall be bid in accordance with the applicable codes.
14. CONTRACT: All work shall be performed in accordance with the contract terms and conditions.
15. PERMITS: All work shall be performed in accordance with the applicable permit requirements.
16. CONSTRUCTION: All work shall be performed in accordance with the applicable construction codes.

02 DEMOLITION - REFLECTED CEILING PLAN



1. GENERAL NOTES: See specifications for demolition work.
2. MATERIALS: All materials shall be of the highest quality and conform to the specifications of the manufacturer.
3. INSTALLATION: All work shall be installed in accordance with the manufacturer's instructions and the applicable codes.
4. TESTING: All work shall be tested in accordance with the applicable codes.
5. MAINTENANCE: All work shall be maintained in accordance with the manufacturer's instructions and the applicable codes.
6. PROTECTION: All work shall be protected in accordance with the applicable codes.
7. CLEANING: All work shall be cleaned in accordance with the applicable codes.
8. HANDLING AND STORAGE: All materials shall be handled and stored in accordance with the manufacturer's instructions and the applicable codes.
9. SAFETY: All work shall be performed in accordance with the applicable safety codes.
10. QUALITY CONTROL: All work shall be inspected in accordance with the applicable codes.
11. WARRANTY: All work shall be warranted in accordance with the manufacturer's instructions and the applicable codes.
12. SCHEDULE: All work shall be completed in accordance with the project schedule.
13. BIDDING: All work shall be bid in accordance with the applicable codes.
14. CONTRACT: All work shall be performed in accordance with the contract terms and conditions.
15. PERMITS: All work shall be performed in accordance with the applicable permit requirements.
16. CONSTRUCTION: All work shall be performed in accordance with the applicable construction codes.

01 DEMOLITION - FLOOR PLAN



1. GENERAL NOTES: See specifications for demolition work.
2. MATERIALS: All materials shall be of the highest quality and conform to the specifications of the manufacturer.
3. INSTALLATION: All work shall be installed in accordance with the manufacturer's instructions and the applicable codes.
4. TESTING: All work shall be tested in accordance with the applicable codes.
5. MAINTENANCE: All work shall be maintained in accordance with the manufacturer's instructions and the applicable codes.
6. PROTECTION: All work shall be protected in accordance with the applicable codes.
7. CLEANING: All work shall be cleaned in accordance with the applicable codes.
8. HANDLING AND STORAGE: All materials shall be handled and stored in accordance with the manufacturer's instructions and the applicable codes.
9. SAFETY: All work shall be performed in accordance with the applicable safety codes.
10. QUALITY CONTROL: All work shall be inspected in accordance with the applicable codes.
11. WARRANTY: All work shall be warranted in accordance with the manufacturer's instructions and the applicable codes.
12. SCHEDULE: All work shall be completed in accordance with the project schedule.
13. BIDDING: All work shall be bid in accordance with the applicable codes.
14. CONTRACT: All work shall be performed in accordance with the contract terms and conditions.
15. PERMITS: All work shall be performed in accordance with the applicable permit requirements.
16. CONSTRUCTION: All work shall be performed in accordance with the applicable construction codes.

1. GENERAL NOTES: See specifications for demolition work.
2. MATERIALS: All materials shall be of the highest quality and conform to the specifications of the manufacturer.
3. INSTALLATION: All work shall be installed in accordance with the manufacturer's instructions and the applicable codes.
4. TESTING: All work shall be tested in accordance with the applicable codes.
5. MAINTENANCE: All work shall be maintained in accordance with the manufacturer's instructions and the applicable codes.
6. PROTECTION: All work shall be protected in accordance with the applicable codes.
7. CLEANING: All work shall be cleaned in accordance with the applicable codes.
8. HANDLING AND STORAGE: All materials shall be handled and stored in accordance with the manufacturer's instructions and the applicable codes.
9. SAFETY: All work shall be performed in accordance with the applicable safety codes.
10. QUALITY CONTROL: All work shall be inspected in accordance with the applicable codes.
11. WARRANTY: All work shall be warranted in accordance with the manufacturer's instructions and the applicable codes.
12. SCHEDULE: All work shall be completed in accordance with the project schedule.
13. BIDDING: All work shall be bid in accordance with the applicable codes.
14. CONTRACT: All work shall be performed in accordance with the contract terms and conditions.
15. PERMITS: All work shall be performed in accordance with the applicable permit requirements.
16. CONSTRUCTION: All work shall be performed in accordance with the applicable construction codes.

CITY OF COLUMBIA COMMUNITY RELATIONS
301 E BROADWAY
COLUMBIA, MO 65201

THORNTON ENGINEERING, PC
1100 S. WOODS BLVD.
COLUMBIA, MO 65201

SOE
1100 S. WOODS BLVD.
COLUMBIA, MO 65201

A101
SOE PROJECT 1100

GENERAL MECHANICAL-ELECTRICAL SPECIFICATIONS:

1. All work shall be done in strict accordance with the local building codes.
2. All materials shall be of the best quality and shall be of the standard industry grade.
3. All work shall be done in strict accordance with the local building codes.
4. All work shall be done in strict accordance with the local building codes.
5. All work shall be done in strict accordance with the local building codes.
6. All work shall be done in strict accordance with the local building codes.
7. All work shall be done in strict accordance with the local building codes.
8. All work shall be done in strict accordance with the local building codes.
9. All work shall be done in strict accordance with the local building codes.
10. All work shall be done in strict accordance with the local building codes.

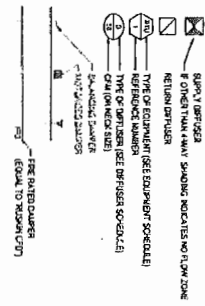
AIR CONDITIONING SPECIFICATIONS:

1. All work shall be done in strict accordance with the local building codes.
2. All work shall be done in strict accordance with the local building codes.
3. All work shall be done in strict accordance with the local building codes.
4. All work shall be done in strict accordance with the local building codes.
5. All work shall be done in strict accordance with the local building codes.
6. All work shall be done in strict accordance with the local building codes.
7. All work shall be done in strict accordance with the local building codes.
8. All work shall be done in strict accordance with the local building codes.
9. All work shall be done in strict accordance with the local building codes.
10. All work shall be done in strict accordance with the local building codes.

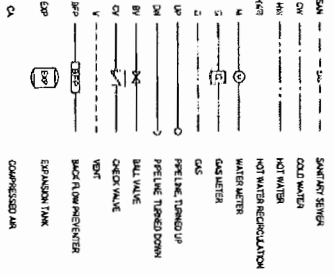
ELECTRICAL SPECIFICATIONS:

1. All work shall be done in strict accordance with the local building codes.
2. All work shall be done in strict accordance with the local building codes.
3. All work shall be done in strict accordance with the local building codes.
4. All work shall be done in strict accordance with the local building codes.
5. All work shall be done in strict accordance with the local building codes.
6. All work shall be done in strict accordance with the local building codes.
7. All work shall be done in strict accordance with the local building codes.
8. All work shall be done in strict accordance with the local building codes.
9. All work shall be done in strict accordance with the local building codes.
10. All work shall be done in strict accordance with the local building codes.

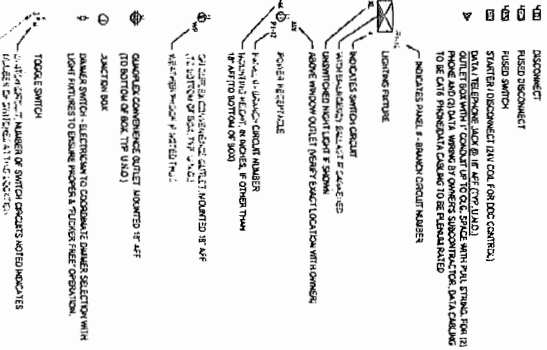
TYPICAL MECHANICAL SYMBOLS



TYPICAL PLUMBING SYMBOLS



TYPICAL ELECTRICAL SYMBOLS



DEFERRED SUBMITTAL NOTES:

THE CLIENT SHALL BE RESPONSIBLE FOR THE SUBMITTAL OF ALL NECESSARY PERMITS AND APPROVALS TO THE CITY AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUBMITTAL OF ALL NECESSARY PERMITS AND APPROVALS TO THE CITY AND STATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SUBMITTAL OF ALL NECESSARY PERMITS AND APPROVALS TO THE CITY AND STATE AGENCIES.

DESIGN BASED ON THE FOLLOWING CODES

NO.	DESCRIPTION
1	INTERNATIONAL MECHANICAL CODE
2	INTERNATIONAL ELECTRICAL CODE
3	INTERNATIONAL PLUMBING CODE
4	INTERNATIONAL FIRE ALARMS CODE
5	INTERNATIONAL SAFETY CODE
6	INTERNATIONAL BUILDING CODE
7	INTERNATIONAL MECHANICAL CODE
8	INTERNATIONAL ELECTRICAL CODE
9	INTERNATIONAL PLUMBING CODE
10	INTERNATIONAL FIRE ALARMS CODE
11	INTERNATIONAL SAFETY CODE
12	INTERNATIONAL BUILDING CODE

DRAWING LIST

NO.	DESCRIPTION
1	GENERAL SHEET
2	MECHANICAL
3	ELECTRICAL
4	PLUMBING
5	FIRE ALARMS
6	SAFETY
7	BUILDING

PREPARED BY PROFESSIONAL ENGINEER

THE ENGINEER HAS REVIEWED THE DRAWINGS AND FINDS THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND STATE AGENCIES. THE ENGINEER HAS REVIEWED THE DRAWINGS AND FINDS THEM TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY AND STATE AGENCIES.

CITY OF COLUMBIA
COMMUNITY RELATIONS
 701 E. BROADWAY
 COLUMBIA, MD 21020

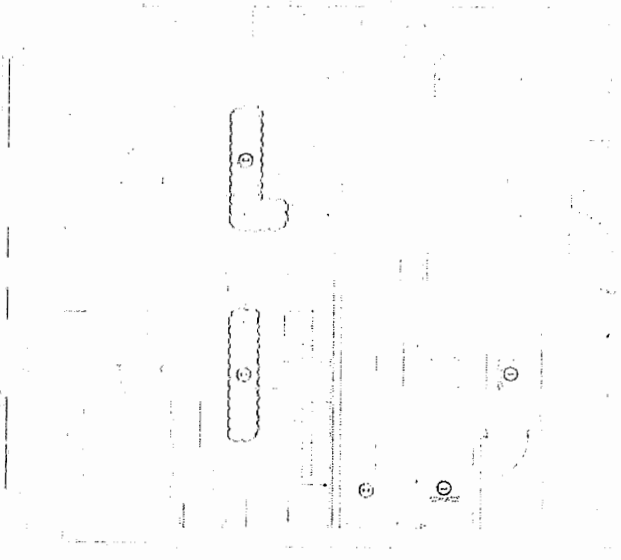
TRB
 TRB ENGINEERING, INC.
 1101 N. WASHINGTON BLVD.
 COLUMBIA, MD 21020

SQR
 SQR ENGINEERING, INC.
 1101 N. WASHINGTON BLVD.
 COLUMBIA, MD 21020

SHEET NO. 10
 MECHANICAL
 10/15/20

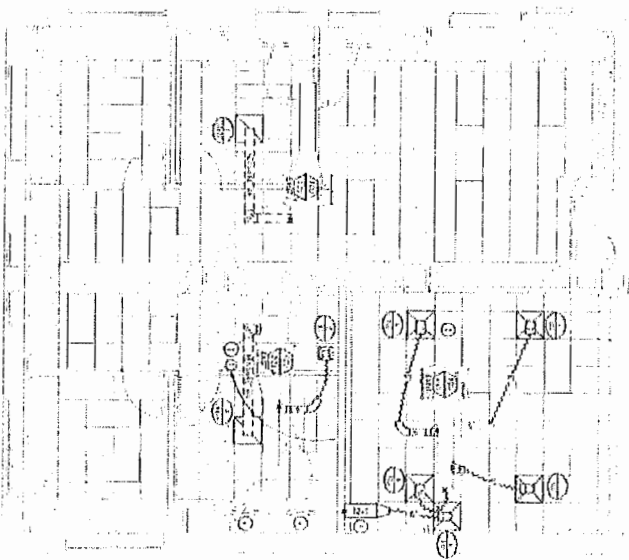
MEP1
 GENERAL SPECIFICATIONS
 10 PROJECT 1418

SHEET NO. 10
 MECHANICAL
 10/15/20




HVAC DEMO PLAN
Scale: 1/8" = 1'-0"

- NOTES:**
1. DEMONSTRATE THE EXISTING SYSTEM.
 2. DEMONSTRATE THE EXISTING SYSTEM.
 3. DEMONSTRATE THE EXISTING SYSTEM.



HVAC NETWORK PLAN
Scale: 1/8" = 1'-0"

- NOTES:**
1. DEMONSTRATE THE EXISTING SYSTEM.
 2. DEMONSTRATE THE EXISTING SYSTEM.
 3. DEMONSTRATE THE EXISTING SYSTEM.

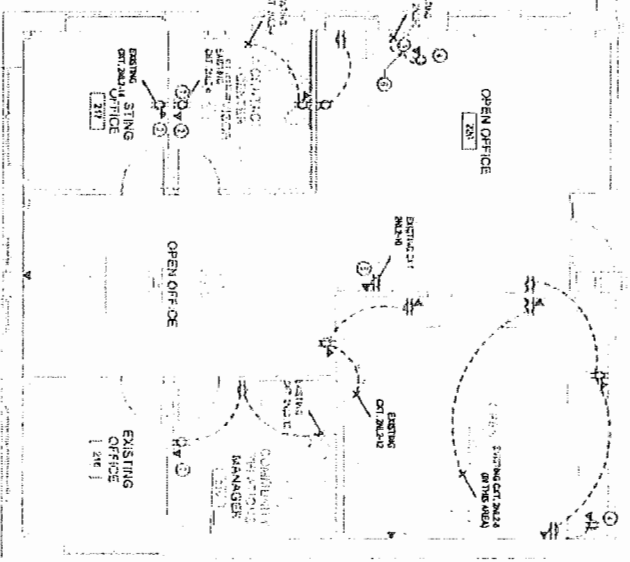
	<p>City of Columbia 1200 S. COLLETTA COLUMBIA, MO 65202 (314) 425-1000</p>	<p>SSA Architect Interior Design</p>	<p>2011 Whittaker Place, Suite 100 Columbia, MO 65202 (314) 425-1000 www.ssaarchitect.com</p>	<p>THORNTON TOMASETTI Architectural Firm 1100 North 1st Street Columbia, MO 65202 (314) 425-1000</p>	<p>CITY OF COLUMBIA COMMUNITY RELATIONS 701 E BROADWAY COLUMBIA, MO 65201</p>	<p>DATE FOR DOCUMENT DATE FOR PERMIT DATE FOR CONSTRUCTION</p>	<p>HVAC PLAN</p>	<p>M100</p>	<p>1E PROJECT 1478</p>
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POWER DATA PLAN



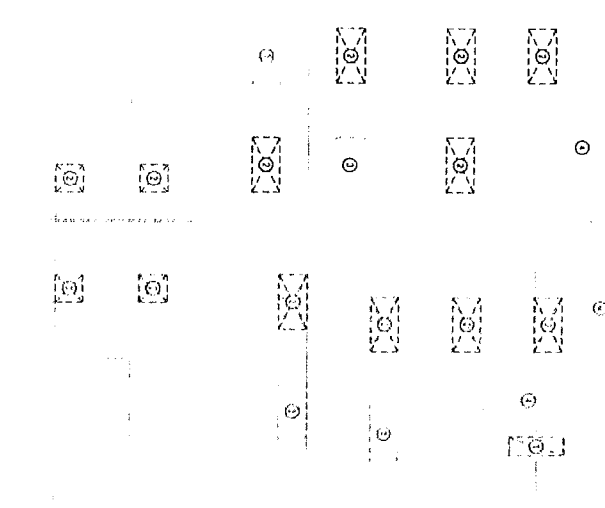
- POWER NOTES:**
- 1. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 2. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 3. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 4. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 5. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 6. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 7. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 8. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 9. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.
 - 10. SEE ELECTRICAL SYMBOLS FOR DETAILS OF ELECTRICAL SYMBOLS AND NOTATIONS.

POWER NEW WORK PLAN



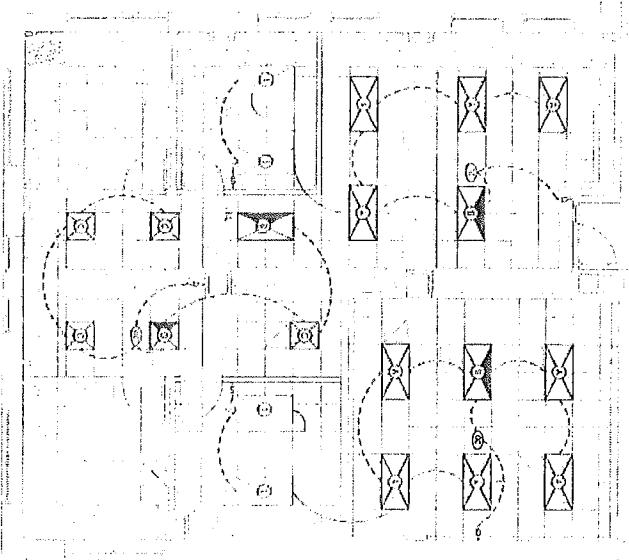
 <p>CITY OF COLUMBIA COMMUNITY RELATIONS</p> <p>701 E. BROADWAY COLUMBIA, MO 65201</p>	<p>PROJECT NO. 14376</p> <p>DATE: 08/14/17</p> <p>REVISION: 01</p>	<p>POWER / DATA PLAN</p> <p>EP100</p> <p>7E PROJECT 14376</p>	<p>SOEL</p> <p>ARCHITECT</p> <p>1001 N. BROADWAY COLUMBIA, MO 65201 TEL: 620.733.3333 WWW.SOEL.COM</p>	<p>DATE: 08/14/17</p> <p>PROJECT NO. 14376</p> <p>DATE: 08/14/17</p>
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LIGHTING DEMO PLAN
SCALE: 1/8" = 1'-0"





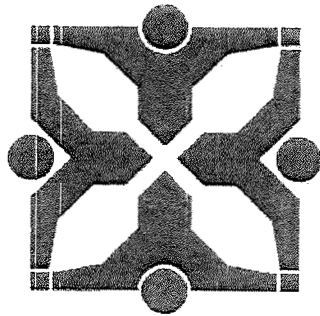
- LIGHTING DEMO PLAN NOTES:**
- 1) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 2) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 3) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 4) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 5) DEMONSTRATION OF VARIOUS LIGHTING TYPES

LIGHTING NEW WORK PLAN
SCALE: 1/8" = 1'-0"



- LIGHTING NEW WORK PLAN NOTES:**
- 1) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 2) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 3) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 4) DEMONSTRATION OF VARIOUS LIGHTING TYPES
 - 5) DEMONSTRATION OF VARIOUS LIGHTING TYPES

 CITY OF COLUMBIA COMMUNITY RELATIONS 761 E. BROADWAY COLUMBIA, MO 65201	SR2 Architect Sawyer Davis 301 West Walnut Street, Suite 100 Columbia, MO 65201 Phone: (620) 733-1111 Fax: (620) 733-1112	 Project Engineer SR2 Sawyer Davis 301 West Walnut Street, Suite 100 Columbia, MO 65201 Phone: (620) 733-1111 Fax: (620) 733-1112
	EL100 76 PROJECT 14816	LIGHTING PLAN DATE FOR SUBmittAL: 08/14/2017 DESIGNED BY: SR2 DRAWN BY: SR2 CHECKED BY: SR2



CITY OF COLUMBIA GIS RENOVATION

701 E BROADWAY
COLUMBIA, MO 65201

ISSUE FOR: BID DOCUMENTS

SEPTEMBER 29, 2017

ARCHITECT:



701 WOODWARD DRIVE, STE 103
COLUMBIA, MO 65202
PHONE: 573.463.1407

MEP ENGINEER



1100 E WASHINGTON
COLUMBIA, MO 65201
PHONE: 573.875.4385
FAX: 573.442.0445

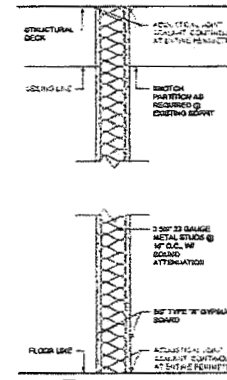
GENERAL
G001 COVER SHEET

ARCHITECTURAL
A101 GIS RENOVATION & LINE OF PROPOSED PLANS
A102 GIS NEW WORK PLANS & SCHEDULES

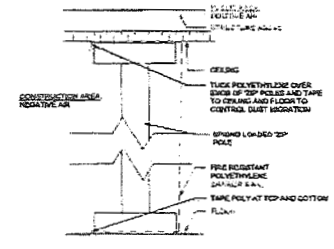
Mechanical
M101 GAS HEATING SYSTEMS
M102 MECHANICAL

ELECTRICAL
E101 POWER SERVICE PLANS AND LIGHTING PLANS

GENERAL NOTES & SYMBOLS

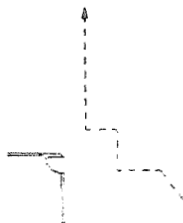


01 PARTITION TYPES
1/2\"/>



03 TEMP CONSTRUCTION BARRIER
2\"/>

SEARCH FOR HOP SCREWS TRAILS IN 4\"/>



02 CODE PLAN
1/2\"/>

CODE & ZONING INFORMATION

BUILDING CODE:	2015 IBC
ZONING:	M-DT
USE GROUP:	MIXED USE, NOW SEPARATED
CONSTRUCTION TYPE:	FULLY SPINKLERED
RENOVATION SQ. FT.:	1,564 S.F.
OCCUPANT LOAD:	VARIABLE BY OCCUPANCY
TOTAL OCCUPANTS:	10

DEFERRED SUBMITTAL:
REFER TO SHEET MEP1 FOR INFORMATION REGARDING
REQUIREMENTS FOR FIRE SPRINKLER SYSTEM DEFERRED
SUBMITTAL. NO OTHER DEFERRED SUBMITTALS ARE
REQUIRED FOR THIS PROJECT.

NOTE: NO SPECIAL INSPECTIONS ARE REQUIRED

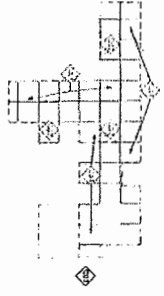


CITY OF COLUMBIA - GIS RENOVATION

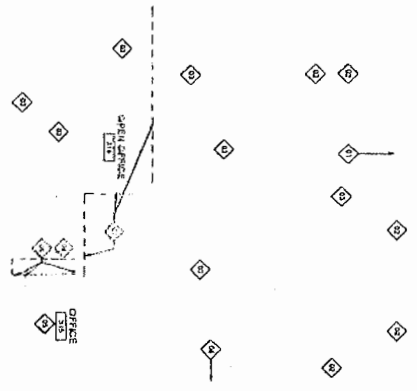
G001
COVER SHEET

SOA PROJECT
17338

02 GIS - DEMOLITION CEILING PLAN



01 GIS - DEMOLITION PLAN



- GENERAL NOTES:**
1. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 2. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 3. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 4. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 5. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
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 7. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
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 10. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.

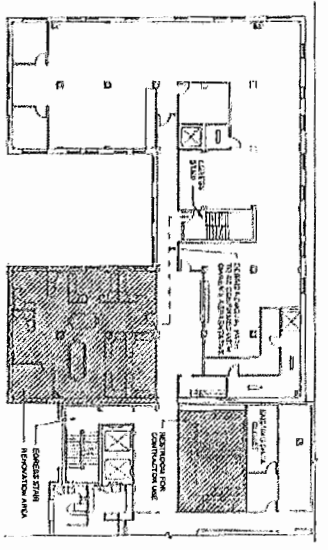
CITY OF COLUMBIA
GIS DEMOLITION & USE OF PREMISES PLANS
A101
 SOA PROJECTS

CITY OF COLUMBIA
 701 S BROADWAY
 COLUMBIA, MO 65202

- ARCHITECTURAL SPECIFICATIONS**
- GENERAL NOTES:**
1. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 2. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 3. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 4. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
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 7. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 8. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 9. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 10. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 11. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 12. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 13. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 14. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 15. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.

- SECTION 11 - INTERIOR FINISHES**
- 11.01 - CEILING**
- A. DEMOLITION OF ALL EXISTING CEILING FINISHES.
 - B. DEMOLITION OF ALL EXISTING CEILING FINISHES.
 - C. DEMOLITION OF ALL EXISTING CEILING FINISHES.
 - D. DEMOLITION OF ALL EXISTING CEILING FINISHES.
 - E. DEMOLITION OF ALL EXISTING CEILING FINISHES.
 - F. DEMOLITION OF ALL EXISTING CEILING FINISHES.
- 11.02 - WALLS**
- A. DEMOLITION OF ALL EXISTING WALL FINISHES.
 - B. DEMOLITION OF ALL EXISTING WALL FINISHES.
 - C. DEMOLITION OF ALL EXISTING WALL FINISHES.
 - D. DEMOLITION OF ALL EXISTING WALL FINISHES.
 - E. DEMOLITION OF ALL EXISTING WALL FINISHES.
 - F. DEMOLITION OF ALL EXISTING WALL FINISHES.
- 11.03 - FLOORS**
- A. DEMOLITION OF ALL EXISTING FLOOR FINISHES.
 - B. DEMOLITION OF ALL EXISTING FLOOR FINISHES.
 - C. DEMOLITION OF ALL EXISTING FLOOR FINISHES.
 - D. DEMOLITION OF ALL EXISTING FLOOR FINISHES.
 - E. DEMOLITION OF ALL EXISTING FLOOR FINISHES.
 - F. DEMOLITION OF ALL EXISTING FLOOR FINISHES.

03 USE OF PREMISES PLAN



- GENERAL CONSTRUCTION AND USE OF PREMISES NOTES**
1. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
 2. DEMOLITION SHALL BE IN ACCORD WITH THE CITY OF COLUMBIA DEMOLITION ORDINANCE.
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CITY OF COLUMBIA
USE OF PREMISES PLAN
03
 SOA PROJECTS

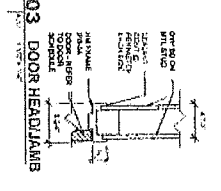
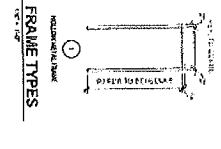
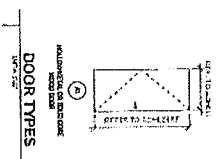
CITY OF COLUMBIA
 701 S BROADWAY
 COLUMBIA, MO 65202

ROOM NO.	ROOM NAME	FLOOR	BASE	HEIGHT	CEILING	WALLS	DOOR	HATCH	NOTES
101	OFFICE	101	101	101	101	101	101	101	
102	OFFICE	101	101	101	101	101	101	101	
103	OFFICE	101	101	101	101	101	101	101	
104	OFFICE	101	101	101	101	101	101	101	
105	OFFICE	101	101	101	101	101	101	101	
106	OFFICE	101	101	101	101	101	101	101	
107	OFFICE	101	101	101	101	101	101	101	
108	OFFICE	101	101	101	101	101	101	101	
109	OFFICE	101	101	101	101	101	101	101	
110	OFFICE	101	101	101	101	101	101	101	

ROOM NO.	ROOM NAME	FLOOR	BASE	HEIGHT	CEILING	WALLS	DOOR	HATCH	NOTES
101	OFFICE	101	101	101	101	101	101	101	
102	OFFICE	101	101	101	101	101	101	101	
103	OFFICE	101	101	101	101	101	101	101	
104	OFFICE	101	101	101	101	101	101	101	
105	OFFICE	101	101	101	101	101	101	101	
106	OFFICE	101	101	101	101	101	101	101	
107	OFFICE	101	101	101	101	101	101	101	
108	OFFICE	101	101	101	101	101	101	101	
109	OFFICE	101	101	101	101	101	101	101	
110	OFFICE	101	101	101	101	101	101	101	

- GENERAL NOTES:**
1. GENERAL NOTES: SEE GENERAL NOTES ON SHEET 01.
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SPECIFICATIONS.
 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SCHEDULES.
 4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA STANDARDS.
 5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA PRACTICES.

- GENERAL NOTES:**
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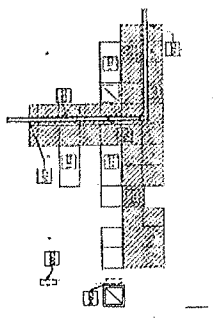


DOOR & HARDWARE NOTES:

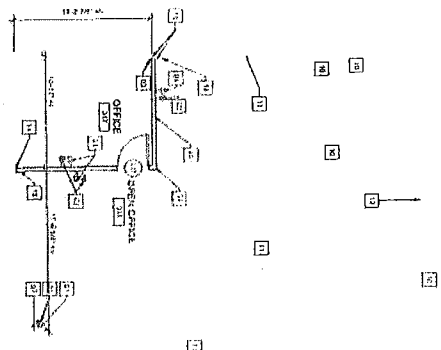
1. ALL DOORS SHALL BE 36" HIGH BY 80" WIDE.
2. ALL DOORS SHALL BE 1 3/4" THICK.
3. ALL DOORS SHALL BE 1 3/4" THICK.
4. ALL DOORS SHALL BE 1 3/4" THICK.
5. ALL DOORS SHALL BE 1 3/4" THICK.

DOOR & HARDWARE GENERAL NOTES:

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5. ALL DOORS SHALL BE 1 3/4" THICK.



02 - GIS - NEW WORK REFLECTED CEILING PLAN



04 - GIS - NEW WORK FLOOR PLAN

NEW WORK GENERAL NOTES:

1. GENERAL NOTES: SEE GENERAL NOTES ON SHEET 01.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SPECIFICATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SCHEDULES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA STANDARDS.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA PRACTICES.

EXISTING GENERAL NOTES:

1. GENERAL NOTES: SEE GENERAL NOTES ON SHEET 01.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SPECIFICATIONS.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA SCHEDULES.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA STANDARDS.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF COLUMBIA PRACTICES.

CITY OF COLUMBIA GIS RENOVATION

701 E BROADWAY
COLUMBIA MO 65201

SOA PROJECT TMS

A201

DATE: 01/15/2013
TIME: 10:00 AM
USER: [Name]

GIS NEW WORK PLANS & SCHEDULES

SOA

STRUCTURAL OFFICE AND ARCHITECTURE

1111 SOUTH MAIN STREET
COLUMBIA, MO 65202

PH: 636-336-8800
F: 636-336-8801
WWW.SOA-ARCHITECTS.COM

THE ENGINEERING FIRM

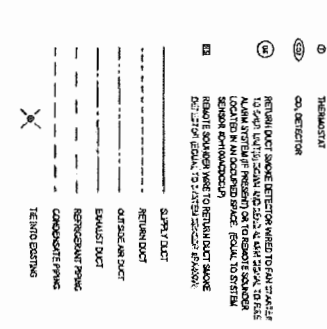
1111 SOUTH MAIN STREET
COLUMBIA, MO 65202

PH: 636-336-8800
F: 636-336-8801
WWW.ENGFIRM.COM

GENERAL MECHANICAL-ELECTRICAL SPECIFICATIONS:

1. All materials shall be of the highest quality and conform to the latest specifications.
2. All work shall be done in accordance with the latest specifications.
3. All work shall be done in accordance with the latest specifications.
4. All work shall be done in accordance with the latest specifications.
5. All work shall be done in accordance with the latest specifications.
6. All work shall be done in accordance with the latest specifications.
7. All work shall be done in accordance with the latest specifications.
8. All work shall be done in accordance with the latest specifications.
9. All work shall be done in accordance with the latest specifications.
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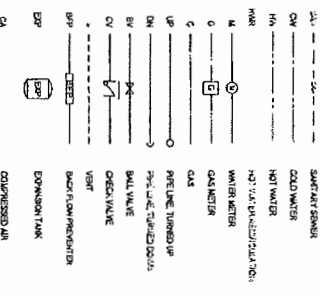
TYPICAL MECHANICAL SYMBOLS:



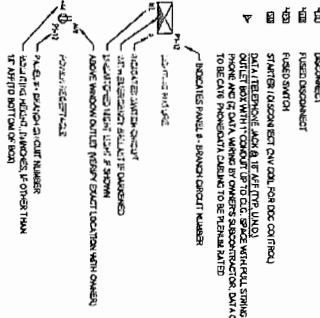
ELECTRICAL SPECIFICATIONS:

1. All electrical work shall conform to the latest specifications.
2. All electrical work shall conform to the latest specifications.
3. All electrical work shall conform to the latest specifications.
4. All electrical work shall conform to the latest specifications.
5. All electrical work shall conform to the latest specifications.
6. All electrical work shall conform to the latest specifications.
7. All electrical work shall conform to the latest specifications.
8. All electrical work shall conform to the latest specifications.
9. All electrical work shall conform to the latest specifications.
10. All electrical work shall conform to the latest specifications.

TYPICAL PLUMBING SYMBOLS:



TYPICAL ELECTRICAL SYMBOLS:



DEFERRED SUBMITTAL NOTES:


1. Refer to the following notes for information regarding the design and construction of the project. The City includes the following notes regarding the design and construction of the project.

DESIGN BASED ON THE FOLLOWING CODES

101	INTERNATIONAL RESIDENTIAL CODE
102	INTERNATIONAL BUILDING CODE
103	INTERNATIONAL MECHANICAL CODE
104	INTERNATIONAL PLUMBING CODE
105	INTERNATIONAL ELECTRICAL CODE
106	INTERNATIONAL FIRE CODE
107	INTERNATIONAL ENERGY CODE
108	INTERNATIONAL SAFETY CODE

DRAWING LIST


NO.	DESCRIPTION
1	GENERAL SPECIFICATIONS
2	MEP1
3	MEP2
4	MEP3
5	MEP4
6	MEP5
7	MEP6
8	MEP7
9	MEP8
10	MEP9
11	MEP10
12	MEP11
13	MEP12
14	MEP13
15	MEP14
16	MEP15
17	MEP16
18	MEP17
19	MEP18
20	MEP19
21	MEP20
22	MEP21
23	MEP22
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25	MEP24
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39	MEP38
40	MEP39
41	MEP40
42	MEP41
43	MEP42
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91	MEP90
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93	MEP92
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95	MEP94
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97	MEP96
98	MEP97
99	MEP98
100	MEP99
101	MEP100



5-25-21

CITY OF COLUMBIA
GIS RENOVATION

701 E BROADWAY
COLUMBIA, MO 65201



THE MCGRAW-HILL COMPANIES
CONSTRUCTION INFORMATION GROUP

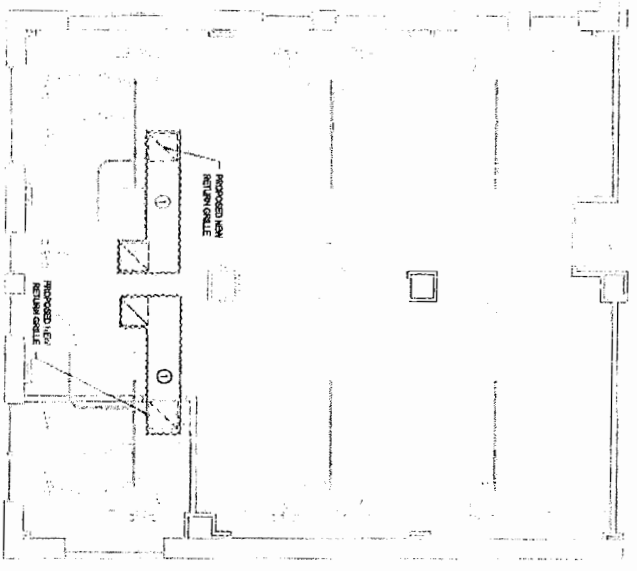
13161 REVISED DOCUMENT
DATE: 05/25/21
BY: [Signature]

GENERAL SPECIFICATIONS

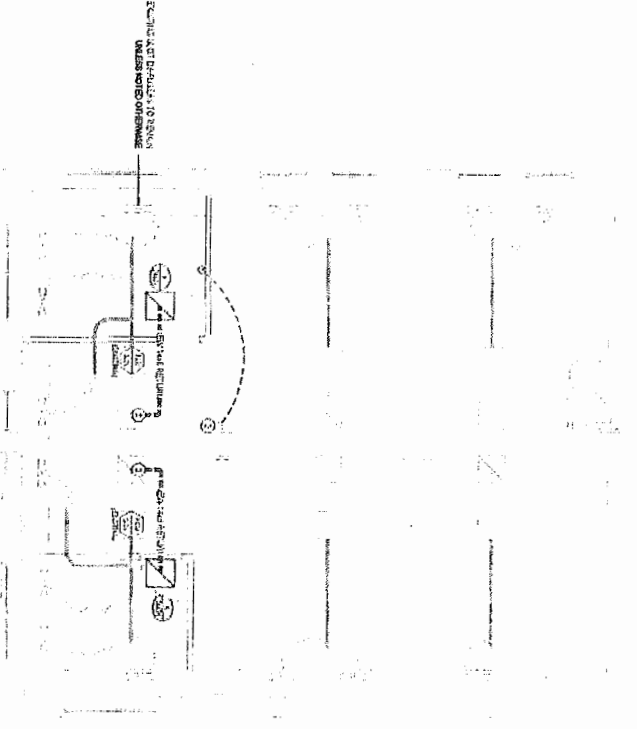
MEP1

THE PROJECT NAME

NO. 1000



HVAC DEMO PLAN
SCALE: 1/8" = 1'-0"





HVAC NETWORK PLAN
SCALE: 1/8" = 1'-0"

HVAC GENERAL NOTES:
 1. NOTIFY AEC ENGINEER BEFORE ANY WORK BEGINS.
 2. VERIFY ALL WORK IS DONE IN ACCORDANCE WITH THE FOLLOWING NOTES.
 3. VERIFY ALL WORK IS DONE IN ACCORDANCE WITH THE FOLLOWING NOTES.

HVAC KEY NOTES:
 1. REMOVE EXISTING HIGH RETURN GRILLE AND RELOCATE IN APPROVED LOCATION. VERIFY ALL WORK IS DONE IN ACCORDANCE WITH THE FOLLOWING NOTES.
 2. REMOVE EXISTING HIGH RETURN GRILLE AND RELOCATE IN APPROVED LOCATION. VERIFY ALL WORK IS DONE IN ACCORDANCE WITH THE FOLLOWING NOTES.
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 SOA Structural, Mechanical, Electrical 2001 Woodland Drive, Suite 100 Columbia, MO 65202 572-443-1400 www.soacorp.com	 THE McGRAW-HILL CONSTRUCTION INFORMATION GROUP 1221 Avenue of the Americas New York, NY 10020	CITY OF COLUMBIA GIS RENOVATION 701 E BROADWAY COLUMBIA, MO 65201	DATE: 08/14/2013 TIME: 10:00 AM
			PROJECT: M100 SHEET: 1A-101



Steven A. Rasmussen
No. 219-201
08/2017



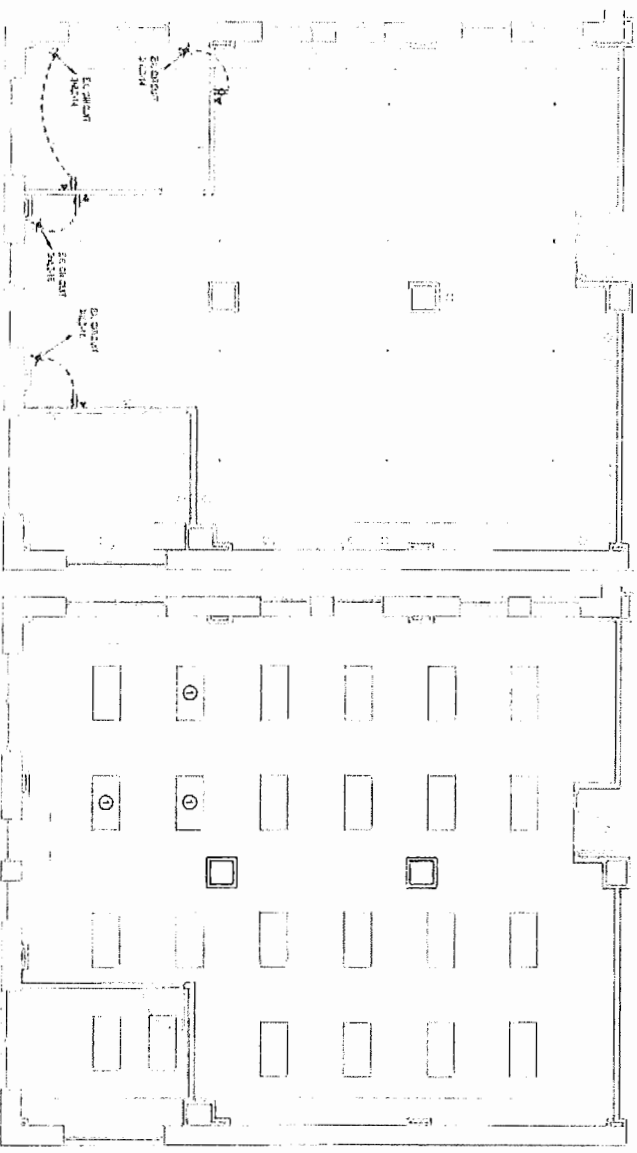
SVA
SVA Associates, Inc.
1000 N. Grand Blvd., Suite 100
Columbia, MO 65202
314.333.1807
www.sva.com

Author: SVA
Designer: SVA
Checker: SVA
Date: 08/2017

POWER AND DATA RENOVATION PLAN
701 E BROADWAY
COLUMBIA, MO 65201
08/2017

**CITY OF COLUMBIA
GIS RENOVATION**
701 E BROADWAY
COLUMBIA, MO 65201
08/2017

EPL100
EPL PROJECT 14816
POWER DATA AND LIGHTING PLAN

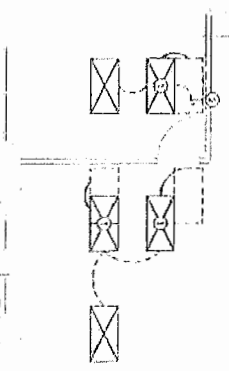


POWER AND DATA NETWORK PLAN
SCALE: 1/8" = 1'-0"

LIGHTING DEMO PLAN
SCALE: 1/8" = 1'-0"

LIGHTING NETWORK PLAN
SCALE: 1/8" = 1'-0"

- LIGHTING KEYNOTES:**
- ① RELOCATE EXISTING LIGHTING FIXTURES TO NEW LOCATIONS AS SHOWN.
 - ② REMOVE EXISTING LIGHTING FIXTURES AND INSTALL NEW LIGHTING FIXTURES AS SHOWN.
 - ③ USE EXISTING LIGHTING FIXTURES UNLESS OTHERWISE NOTED.



BID BOND
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____ as PRINCIPAL and _____
_____ as SURETY, are held and firmly bound unto the City of
Columbia, Missouri, ("City") in the sum of _____ Dollars
(\$ _____) ("Bid Security"), for the payment of which sum well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors,
successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has
submitted a bid dated _____, 2017, to enter into a contract in writing for the
_____ Project;

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the
opening of bids, or, if no period be specified, within ninety (90) days after the bid
opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract
in the form of contract attached hereto, properly competed with all attachments and
requirements pertaining thereto, and shall furnish a bond for the faithful performance of
said contract, and for the payment of all persons performing labor or furnishing materials
in connection therewith, shall in all other respects perform the agreement created by the
acceptance of said Bid within twenty (20) days after such Contract Documents are
presented to Principal for signature, or in the alternate,

In the event of the withdrawal of the Bid within the period specified, or the failure
to enter into such contract within the time specified, then the Bid Security shall
immediately become due and payable and forfeited to the City as liquidated damages.
Principal and Surety agree that this is a fair and reasonable approximation of the actual
damages incurred by the City for the Principal's failure to honor its bid and that the
liquidated damages in this section are not penal in nature but rather the parties' attempt
to fairly quantify the actual damages incurred by the City for the Principal's refusal to
honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations
of said Surety and its bond shall be in no way impaired or affected by the extension of
the time within which the City may accept such Bid; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as or corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.

PRINCIPAL

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

SURETY

By: _____

(Signature)

Printed Name: _____

Title: _____

Date: _____

SURETY POWER OF ATTORNEY MUST BE ATTACHED

**CITY OF COLUMBIA CONTRACT #11/2018
FOR COMMUNITY RELATIONS AND GIS RENOVATIONS
TABLE OF CONTENTS**

SECTION

1. Definitions
2. Scope of Work and Project Specifications
3. Contract Amount
4. Completion Time
5. Liquidated Damages
6. Bonding
7. Contractor's Insurance
8. Hold Harmless Agreement
9. Permits
10. Payments
11. Extra Work/Changes
12. Patents
13. Discharge of Employees
14. Assignment
15. Subcontracting
16. Accident Prevention
17. Equal Opportunity
18. Domestic Purchasing Policy
19. Americans with Disabilities Act
20. Material & Workmanship
21. Specifications & Drawings
22. Repairs and/or Replacement of Defective Portions
23. Interference
24. No Third-Party Beneficiary
25. Termination for Default
26. Termination for Convenience
27. Prevailing Wages
28. Construction Safety Program Requirements
29. Unauthorized Aliens Prohibited
30. Specifications
31. No Waiver of Immunities
32. Amendment
33. Governing Law and Venue
34. General Laws
35. Notices
36. Contract Documents
37. Entire Contract
Contract Signature Page

Exhibits:

- A RFP containing City's Scope of Work and Project Specifications
- B None – reserved for future use
- C None – reserved for future use
- D Contractor's Performance Bond
- E Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law Applicable for the Project
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated [click here](#) and insert date in text box



**CITY OF COLUMBIA CONTRACT # 11/2018
FOR COMMUNITY RELATIONS AND GIS RENOVATIONS**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **click here and insert Contractor's name in text box**, a **click here and insert whether Contractor is LLC or corporation in text box** organized in the State of **click here and insert State name in text box** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for construction of the Project as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated **click here and insert date of proposal in text box** for the Project, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Project in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. DEFINITIONS:

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Contract Amount" or "Contract Price" shall mean the amount set forth in Section 3 of this Contract. The Contract Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- f. "Effective Date" shall be the date of the last signatory to this Contract.

- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph k of this Section.
- h. "Final Acceptance" shall mean a written notice from the Engineer notifying the Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City.
- j. "Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract. It may also include construction by the City or others. The Project for this Contract is described as **Community Relations and GIS Renovations**.
- k. "Project Manager" shall be the following project manager designated by the City of Columbia to manage the Project on behalf of the City (none if left blank): **John T. Conway P.E.**
- l. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- m. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS AND PROJECT SPECIFICATIONS:** Contractor agrees to perform the Work in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to the City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to the City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by the City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

3. **CONTRACT AMOUNT:** City shall pay Contractor **click here and insert contract dollar amount in text box** for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract.

The Contract Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing are estimates only, are not guaranteed, and are solely for the purpose of comparing bids and determining an initial Contract Amount and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities as determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Proposal and Pricing IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Proposal and Pricing. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Proposal and Pricing.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work within **ninety (90)** calendar days from the date of the Notice to Proceed. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to complete the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be

granted except in case of additional work requested by the City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of **one hundred dollars (\$100.00)** per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth herein. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by the City for the Contractor's failure to complete the Work within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by the City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work as set forth herein. Permitting Contractor to continue and finish to work or any part of it after the expiration of the stipulated time, or after any extension of the time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.
6. **BONDING:** When Contractor delivers this Contract, executed, to the City, each bound Contract shall be accompanied by an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Contract Price, guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance. Contractor's Performance Bond is attached as Exhibit D. Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

- d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. 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 City 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.
 - f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.

9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

10. **PAYMENTS:** Contractor will be allowed payment in accordance with the following schedule. This section describes the method of payment only and does not alter the Contract Amount established in Section 3, above.

a. Not later than thirty (30) days after receipt of invoice, City will pay for the following material and Work, less any offsets or deductions authorized in this Contract or otherwise authorized by law:

1. Duly certified payments for materials delivered/stored on the Project site (or other City approved storage site with such written assurances as required by the City). The payment for material shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor; and
2. Work performed by Contractor at the Project site during the preceding calendar month.

City will retain five percent (5%) of the amount of each such invoice. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment as set forth in Exhibit G to the City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment. The acceptance by Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.

c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the Work.

d. Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:

1. Unsatisfactory job progress;
2. Defective Work;
3. Failure to make payments to subcontractors or suppliers;
4. Reasonable evidence that all Work or the Project cannot be completed for the unpaid balance of this Contract Amount;
5. Damage by Contractor or subcontractors or suppliers to property of City or others;
6. Contractor's breach of this Contract; or
7. Contractor's failure to provide requested documentation.

f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Contract Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that

such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Contract Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor; or
- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon the work shall be done upon a force account basis if so ordered by the Engineer.

- 11.1 **Force Account.** City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

Labor. For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of the above items will also be paid the Contractor.

Insurance and Taxes. For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor will receive the actual cost paid, to which no percentage will be added.

Material. For material accepted by the Engineer and used, the Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

Equipment. For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, the Contractor will be allowed an hourly rate equal to the monthly rental rate divided by 176 hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the

Secretary of the Commission at the time the work is begun. The allowed rates will be the rate adjustment factor multiplied by the base hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to 10 percent (5 percent profit and 5 percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for the Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

Subcontracted Work. For administration and all overhead costs in connection with approved subcontract work, the Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

Statements. No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.
- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, the Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

Compensation. Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by the City, and the copies shall be signed at the end of each day by both the Engineer and the Contractor, one copy to be retained by the Engineer, and one copy to be retained by the Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If the Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by the City. The Contractor shall indemnify, defend and save harmless the City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a

copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment.

16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.
20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.

21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. The City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release the Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by the City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

23. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner,

or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the City, through its Purchasing Agent, determines that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:
- a. Stop work on this Contract on the date and to the extent specified in the letter.
 - b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
 - c. Complete on schedule such part of the work as will not be terminated by termination letter.

27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

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

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him. After completion of the work and before final payment can be made under this Contract, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

29. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform

work within the state of Missouri.

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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Project.

30. **SPECIFICATIONS:** Contractor shall perform all work on this Project in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.
31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
34. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
35. **NOTICES:**
 - a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Purchasing Agent

IF TO CONTRACTOR:

[click here and insert Contractor's name in text box](#)
[click here and insert address in text box](#)
[click here and insert city/state in text box](#)

ATTN: click here and insert name of contact in text box

With a Copy to:

Public Works Department
P.O. Box 6015
Columbia, Mo 65205
ATTN: Engineer or Project Manager
John T. Conway P.E.

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.
 - c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.
36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	RFP containing City's Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	Contractor's Performance Bond
E	Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate
G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Project herein. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services on this Project described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Lawrence Luck, City Purchasing Agent

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account **Community Relations Renovation # 67500910 504990 (\$xxxxxx) GIS Renovation #67301710 504990 (\$xxxxxx)** and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: _____
Michele Nix, Director of Finance

(Seal)

CLICK HERE AND INSERT CONTRACTOR'S NAME IN TEXT BOX

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

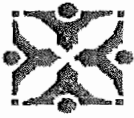
**CITY OF COLUMBIA CONTRACT # 11/2018
FOR SMALL INTERIOR CONSTRUCTION TERM AND SUPPLY
TERM & SUPPLY
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Exhibits:

- A RFP containing City's Scope of Work and Project Specifications
- B None – reserved for future use
- C None – reserved for future use
- D City approved form for Contractor's Performance Bond
- E City approved form for Contractor's Labor & Material Payment Bond
- F Contractor's Insurance Certificate
- G Contractor's Affidavit for Final Payment
- H Final Receipt of Payment and Release
- I Missouri Division of Labor Standards Annual Wage Order
- J Affidavit of Compliance with Prevailing Wage Law
- K Work Authorization Affidavit
- L Contractor's Proposal and Pricing Dated [click here](#) and insert date in text box



**CITY OF COLUMBIA CONTRACT # 11/2018
FOR SMALL INTERIOR CONSTRUCTION TERM AND SUPPLY**

THIS CONTRACT (hereinafter "Contract") by and between the City of Columbia, Missouri, a municipal corporation (hereinafter called "City"), and **click here and insert Contractor's name in text box**, a **click here and insert whether Contractor is LLC or corporation in text box** organized in the State of **click here and insert State name in text box** and with authority to transact business within the State of Missouri (hereinafter called "Contractor"), is made and entered into on the date of the last signatory noted below (hereinafter "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, City has a need for a term and supply contract for Designated Projects as defined herein and further described in the Bid Documents, Scope of Work, Plans and Project Specifications set forth herein and other Contract Documents; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated **click here and insert date of proposal in text box** for the Designated Projects, which is attached as Exhibit L; and

WHEREAS, City has selected Contractor based upon Contractor's representations that Contractor is qualified to complete the Designated Projects in accordance with the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. DEFINITIONS:

- a. "As directed," "as required," "as permitted," "acceptable to," and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" or "Contract Documents" shall mean this document and all exhibits and attachments.
- d. "Designated Project Amount" or "Designated Project Price" shall mean for each Designated Project the amount determined according to the process set forth in Section 3 of this Contract. The Designated Project Amount shall include all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind related to the Work.
- e. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.

- f. "Effective Date" shall be the date of the last signatory to this Contract.
- g. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. If applicable, the project manager for this Project shall be identified in subparagraph k of this Section.
- h. "Final Acceptance" shall mean a written notice from the Engineer notifying Contractor that construction has been satisfactorily completed and accepted. The written notice will follow the pre-final and final inspection reports and submission of all affidavits and paperwork required herein.
- i. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved, in writing, by the Engineer. No substitution shall be made unless this definite approval has been obtained from City.
- j. "Project" or "Designated Project" shall mean the building, facility, and/or other improvements for which Contractor is to provide Work under this Contract as designated by City in writing through individual purchase orders. It may also include construction by City or others. Purchase orders may consist of a single project or one phase of a larger project. Contractor shall have no more than one purchase order active at any time under this Contract.
- k. "Project Manager" shall be designated by the City of Columbia to manage the Project on behalf of City and shall be assigned with each individual Purchase Order.
- l. "Project Estimated Price" shall mean the Contractor's estimate for the completion of a Designated Project, based upon the pricing in Contractor's proposal in Exhibit L.
- m. "RFP" shall mean the Request for Proposals issued by the City of Columbia in connection with the Work for the Project. The term RFP shall include and mean RFQ and Request for Quotes or Quotations when the bid documents utilize the term RFQ as opposed to RFP.
- n. "Work" of Contractor or subcontractor includes all items, including but not limited to, transportation of materials and supplies to or from the location of the Project, supervision, management, labor, services, materials, tools, equipment, and supplies whatsoever required to complete the Scope of Work, Plans and Project

Specifications as set forth in the Contract Documents, subject to additions, deletions and other changes as provided for in the Contract.

2. **SCOPE OF WORK, PLANS, PROJECT SPECIFICATIONS, AND PROJECT AUTHORIZATION:** Contractor agrees to perform the Work on Designated Projects authorized by City purchase order in writing in a good and workmanlike manner according to the specifications and plans set forth herein and in accordance with Contractor's proposal and pricing which is attached as Exhibit L.

Contractor shall be responsible and agrees to perform all work according to the specifications, plans, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in the Contract Documents.

If the Project involves the installation or provision of equipment or goods with manufacturer's warranties, Contractor shall transfer the manufacturer's warranty to City. Contractor further warrants and certifies that any manufacturer's warranty may be transferred to City. If the Project involves installation of manufactured goods or equipment with manufacturer's warranties, Contractor shall not install the equipment or goods in a manner that voids or limits the original manufacturer's warranty. Unless otherwise directed in writing by City or specifically stated in the Project Specifications, Plans and Scope of Work, Contractor shall install the equipment or goods in the manner set forth by the manufacturer.

Authorization of Designated Projects by City: During the Term of this Contract, City's Engineer may authorize specific Projects by designating the Project in a written purchase order and requesting from Contractor an estimate for the Work on the Designated Project. Contractor shall within fourteen (14) days provide a written estimate to City's Engineer. Should City elect to proceed with the Designated Project, City shall issue a written Notice to Proceed on the Designated Project. If the estimated costs of the Project exceed twenty-five thousand dollars (\$25,000.00), Contractor shall provide to City an original executed Performance Bond and Labor and Material Payment Bond for the Designated Project, on forms provided by City. The form for Contractor's Performance Bond is attached as Exhibit D. The form for Contractor's Labor and Material Payment Bond is attached as Exhibit E. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Project price, guaranteeing complete and faithful performance of the Designated Project and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of work on the Designated Project. If the costs of the Designated Project exceed twenty-five thousand dollars (\$25,000.00), City's Engineer shall not issue a notice to proceed until Contractor has provided City with original executed Performance Bond and Labor and Material Payment Bonds for the Designated Project. The Notice to Proceed for the Designated Project shall indicate a Completion Time for the Project.

3. **AMOUNTS NOT TO EXCEED:** Under no circumstances shall the cumulative amount of payment from City to Contractor for all Designated Projects authorized pursuant to this Contract exceed the amount appropriated for that purpose in a

given year, and each Designated Project shall have a not to exceed amount in the purchase order for Contractor's completion of the Project in accordance with the requirements and terms and conditions set forth in this Contract. City has no financial obligation for both this purchase order and Contract until City Purchasing Agent issues a purchase order which shall be signed by the City's Director of Finance certifying there is a balance, otherwise unencumbered, to the credit of the appropriation to which the expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment will be made, each sufficient to meet the obligation incurred in the Purchase Order. As a term and supply contract the budgeted and appropriated amount is a total amount expendable by City on all contracts and designated projects, with no minimum value promised to Contractor. Contractor may not be selected for any designated projects and if so would receive no compensation at all.

The Designated Project Amount is subject to final determination of Work performed at unit prices set forth in Contractor's Proposal and Pricing submitted by Contractor. Unless otherwise stated elsewhere in the Contract Documents, the quantities of unit price Work set forth in Contractor's Proposal and Pricing and the Project Estimated Price are estimates only, are not guaranteed, and the determination of the actual quantities and classifications of unit price Work performed will be made by City and final payment for all unit price items set forth in Contractor's Proposal and Pricing will be based on actual quantities used on the Designated Project as determined by City. Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Designated Project site. Contractor shall identify and notify City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Project Estimated Price IN ADVANCE of performing the Work. Any increase in quantities of materials or work performed as a result of over-excavation by Contractor will not be compensated.

Payment of the Designated Project Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Designated Project Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Designated Project Amount. The Work set forth in the Designated Project Amount shall be itemized according to the Contractor's Proposal and Pricing and the Contractor's Estimated Price. All Work not specifically set forth in Contractor's Proposal and Pricing as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Designated Project Amount which shall be based on and in accord with the pricing set forth in Contractor's Proposal and Pricing.

3.1 TERM & SUPPLY CONTRACT RENEWAL OPTIONS: The initial term is for one (1) year from the date of signature of this Contract. Notwithstanding the expiration

of the initial term or any subsequent term or all options to renew, Contractor and City shall continue performance under this Contract until City has a new contract in place with either Contractor or another provider or until City terminates the Contract.

3.2 This Contract will renew automatically for four (4) additional one-year renewal periods subject to the following:

- a. If Contractor requests an increase in compensation for any renewal period, Contractor shall notify the Purchasing Agent no less than sixty (60) days prior to the end the contract period and shall provide evidence to the satisfaction of the Purchasing Agent of the increased costs incurred by Contractor for any element of the contract for which an increase is thereby requested.
- b. The Contract Administrator of the Purchasing Division shall notify Contractor in writing of the intent to exercise the renewal option. However, failure to notify Contractor does not waive the City's right to exercise the renewal option.

4. **COMPLETION TIME:** Contractor will start work promptly, after receipt of a Notice to Proceed and complete the Work on a Designated Project within the number of calendar days stated in each individual purchase order calendar days stated in each individual purchase order from the date of the Notice to Proceed. It is expressly understood and agreed, by and between Contractor and City, that the contract time to complete the Work described in the individual purchase order is a reasonable time to perform the work fully, entirely and in an acceptable manner to City, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted except in case of additional work requested by City under Change Order.

5. **LIQUIDATED DAMAGES:** Time is of the essence in this Contract. A deduction of one hundred dollars (\$100.00) per calendar day will be deducted by City from any amount due, or that may become due, to Contractor as liquidated damages for each day that completion is delayed beyond the time requirement set forth on the Designated Project purchase order. Contractor agrees such sum is a fair and reasonable approximation of the actual damages incurred by City for the Contractor's failure to complete the Work on the Designated Project within the time set forth herein and that such liquidated damages are not penal in nature but rather the parties attempt to fairly quantify the actual damages incurred by City for such delays. Recovery of liquidated damages is not City's exclusive remedy for Contractor's failure to complete the Work on the Designated Project in accordance with this Contract. Specifically, but without limitation, City may exercise any of its default or termination rights under this Contract under all circumstances described herein, including but not limited to Contractor's failure to achieve completion of the Work on the Designated Project as set forth herein. Permitting Contractor to continue and finish the Work on the Designated Project or any part of it after the expiration of the stipulated time, or after any extension of the time,

shall in no way operate as a waiver on the part of City of any of its rights under this Contract.

6. **BONDING:** On each Designated Project on which the Contractor's Project Estimated Price is more than twenty-five thousand dollars (\$25,000.00), Contractor shall deliver, to City, an original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Designated Project price, guaranteeing complete and faithful performance of the Designated Project under this Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one (1) year after completion of the work and Final Acceptance on the Designated Project. The approved form for the Contractor's Performance Bond is attached as Exhibit D. The approved form for the Contractor's Labor and Material Payment Bond is attached as Exhibit E.
7. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
 - a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
 - b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
 - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
 - d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - e. 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 City 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.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Projects to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
 - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
 - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
 - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
8. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, 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 subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts 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 City of Columbia from its own negligence.
9. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

10. **PAYMENTS:** For each Designated Project, Contractor will be allowed payment in accordance with the following schedule.

- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified payments for materials delivered/stored on the Designated Project site (or other City approved storage site with such written assurances as required by City) that shall be based only upon the actual cost of such materials to Contractor and shall not include any overhead or profit to Contractor approved estimate of the cost of materials delivered to the Designated Project site and work performed at the Designated Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.
- b. Contractor shall, by affidavit, certify to the Engineer that all bills and claims properly due and chargeable against the Work have been satisfied and that Contractor has complied with the laws relating to the payment of prevailing wage rates and that Contractor shall release the City of Columbia from all further claims, which certificate must bear the written endorsement of the Surety on the bond. Contractor shall complete and submit Contractor's Affidavit for Final Payment for the Designated Project as set forth in Exhibit G to City along with any and all other completed affidavits and forms set forth in this Contract with Contractor's request for final payment for the Designated Project. The acceptance by Contractor of the final payment for the Designated Project shall constitute a release and waiver of any and all rights and privileges under the terms of this Contract; further, the acceptance by Contractor of final payment for the Designated Project shall relieve City from any and all claims or liabilities on the part of City relating to or connected with this Contract.
- c. The cost of all legal publications, engineering costs, and other costs incidental to the proper consummation of this Contract and all Designated Projects will be paid by Contractor, and the total amount of such costs will be included in the total cost of the Work.
- d. Contractor shall pay:

For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered.

For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Designated Project, and the balance of the cost thereof not later

than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of the work performed by his subcontractor, to the extent of each subcontractor's interest therein.

- e. City may offset or deduct any amounts Contractor owes to City from the final payment. City may withhold final or any other payment to Contractor on any reasonable basis, including but not limited to the following:
 - 1. Unsatisfactory job progress;
 - 2. Defective Work;
 - 3. Failure to make payments to subcontractors or suppliers;
 - 4. Reasonable evidence that all Work or the Designated Project cannot be completed for the unpaid balance of this purchase order Amount;
 - 5. Damage by Contractor or subcontractors or suppliers to property of City or others;
 - 6. Contractor's breach of this Contract; or
 - 7. Contractor's failure to provide requested documentation.
- f. Contractor shall, at the request of City, furnish satisfactory evidence that all obligations to subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, tools and all supplies incurred in the furtherance of the performance of the Work have been paid, discharged or waived. If Contractor does not pay subcontractors or suppliers for labor and/or material properly provided, City may, but shall not be required to, pay subcontractors and suppliers directly. Any payments made to subcontractors and suppliers shall be charged against the Designated Project Amount. City shall not be liable to Contractor for any such payments made in good faith. This provision shall not confer any right upon any subcontractor or supplier to seek payment directly from City.

11. **EXTRA WORK AND CHANGES:** If any extra work is to be done for which there is no quantity and price included in the Contract, or any change in the plans and specifications is deemed necessary by City, City may issue to Contractor a written change order or contract amendment directing that such extra work be done or that such change be made, and this Contract shall be modified accordingly. Extra work shall be done in accordance with the specifications. Compensation to Contractor will be calculated as an addition to or deduction from the Designated Project Amount, based upon such written terms as may be established between the Parties either:

- a. By an acceptable lump sum proposal of Contractor submitted for each individual Purchase Order; or

- b. By unit price of the original bid or acceptable unit price for which there is no unit price in the original bid, and a not to exceed amount; or
- c. On a cost-plus limited basis not to exceed a specified limit.

Where such prices or sums cannot be agreed upon, the work shall be done upon a force account basis if so ordered by the Engineer.

11.1 **Force Account.** City may require the work to be done by force account, only when expressly directed in writing by the Engineer and in no other instance whatsoever for any determination of contract adjustments for any work performed on the Designated Project, whether claimed under the Contract, for breach of the Contract, arising from a claimed representation by which the Contract was induced or any other basis. All extra work done on a force account basis will be paid for in the following manner:

Labor. For all lead workers and laborers, Contractor will receive the rate of wage paid for each hour that said lead workers and laborers are engaged in the force account work.

Contractor will receive the actual costs paid to, or on behalf of, employees for subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, if such amounts are required by the collective bargaining agreement or employment contract applicable to the classes of labor employed on the work.

An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead of the sum of the above items will also be paid Contractor.

Insurance and Taxes. For property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, Contractor will receive the actual cost paid, to which no percentage will be added.

Material. For material accepted by the Engineer and used, Contractor will receive the actual cost of such material delivered on the work, including transportation charges paid (exclusive of equipment rentals as hereinafter set forth), to which cost ten (10) percent (five (5) percent profit and five (5) percent overhead) will be added. For all material used in connection with, but not entering permanently into the work, reasonable depreciation will be allowed.

Equipment. For only that Contractor-owned equipment necessary to accomplish the force account work, including all fuel and lubricants, tires and repairs, Contractor will be allowed an hourly rate equal to the monthly rental rate divided by one hundred seventy-six (176) hours as set out in the Rental Rate Blue Book for Construction Equipment on file in the Office of the Secretary of the Commission at the time the work is begun. The allowed rates will be the rate

adjustment factor multiplied by the bare hourly rates multiplied by the regional adjustment factor, plus the estimated operating cost per hour. The allowed time will be the actual operating time on the work. For the time required to move the equipment to and from the site of the work and any authorized standby time, the rate will be fifty (50) percent of the hourly rate after the actual operating costs have been deducted. All allowed time shall fall within the authorized working hours for such extra work. No payment will be allowed for time elapsed while equipment is broken down or being replaced. The hourly rental rates will apply only to equipment that is already on the job. If the actual unit of equipment to be used is not listed in the schedule, the rate listed for similar equipment with the approximate same initial cost shall be used. Equipment to be used and all prices shall be agreed upon in writing before such equipment is used. An amount equal to ten (10) percent (five (5) percent profit and five (5) percent overhead) of the sum of these items will also be paid to Contractor. Whenever it is necessary for Contractor to rent equipment, the rental and transportation costs of the equipment plus five percent for overhead will be paid. In no case shall the rental rates exceed those of established distributors or equipment rental agencies. All prices shall be agreed upon in writing before such equipment is used.

Miscellaneous. No additional allowance will be made for general superintendence, the use of small tools or other costs for which no specific allowance is herein provided. No allowance will be made for any consequential loss of profit or production, actual or anticipated because of any force account. Jobsite and home office overhead expenses shall be considered fully compensated by the payments provided in this section.

Subcontracted Work. For administration and all overhead costs in connection with approved subcontract work, Contractor will receive an amount equal to five percent of the actual cost of the subcontracted work. The Engineer has the authority to require alterations in the equipment and labor force assigned to force account work, to limit authorization of overtime work to that normally used on a project for work of similar nature or to require overtime work when an emergency exists, and to require the cessation of force account work when adverse conditions seriously limit productivity.

Statements. No payment will be made for work performed on a force account basis until Contractor has furnished the Engineer with duplicate itemized statements of the cost of such force account work detailed as follows:

- (a) Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
- (b) Designation, dates, daily hours, total hours, rental rate and extension for each unit of machinery and equipment.
- (c) Quantities of material, prices and extensions.
- (d) Transportation of material.

- (e) Cost of property damage, liability and worker's compensation insurance premiums, unemployment insurance contributions and social security.

Statements shall be accompanied and supported by receipted invoices for all rental equipment, material used and transportation charges.

If material used on the force account work is not specifically purchased for such work but is taken from the Contractor's stock, then in lieu of the invoices, Contractor shall furnish an affidavit certifying that such material was taken from Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to Contractor.

Compensation. Each day the Contractor's representative and the Engineer shall compare records of the cost of work done as ordered on a force account basis. Two copies of these records will be made by the Engineer on forms provided by City, and the copies shall be signed at the end of each day by both the Engineer and Contractor, one copy to be retained by the Engineer, and one copy to be retained by Contractor. The total payment made, as provided in this section shall constitute full compensation for such work.

- 12. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used. If Contractor is required or desires to use any design, device material, or process covered by letter patent or copyright, he shall arrange and provide for such use by suitable agreement with the patentee or owner, and a copy of the agreement may be required by City. Contractor shall indemnify, defend and save harmless City from any suit, claims, or damages arising from the infringement upon or use of any patented or copyrighted design, device, material, or process.
- 13. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from City, be removed by Contractor and replaced by an employee with proper qualifications.
- 14. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by Contractor, will be recognized unless such assignment has had the approval of City and the Surety, (if the Designated Project involves bonding), has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

15. **SUBCONTRACTING:** No part of the Work covered by this Contract shall be sublet by Contractor without the prior written approval of City. For each Designated Project, Contractor shall file with the Engineer a complete list of subcontractors together with a list of the kinds of materials used. This list shall be submitted in writing to the Engineer as soon as subcontracts are made and approved by City. Any subcontractor performing work under this Contract at the direction of Contractor shall file a "Final Receipt of Payment and Release" form, a copy of which is attached as Exhibit H. This completed form shall be submitted to City along with Contractor's application for final payment on a Designated Project.
16. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property.
 - a. The safety provisions of applicable laws, and building and construction codes, shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied. Contractor shall not commit or permit a public or private nuisance during this Project.
 - b. Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of the work on this Project. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc. shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines, and other conditions which might present unusual hazard.
17. **EQUAL OPPORTUNITY:** The City of Columbia is an equal opportunity, affirmative action employer pursuant to federal, state and local law. Contractor shall comply with federal, state and local laws related to Equal Opportunity. Contractor shall not discriminate based on race, color, religion, sex, national origin, ancestry, marital status, disability, sexual orientation or gender identity.
18. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this Contract whenever the quality and price are comparable with other goods.
19. **AMERICANS WITH DISABILITIES ACT:** Contractor shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Contractor providing services directly to the public, Contractor shall make the services, programs, and activities governed by this Contract accessible to the disabled as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations

implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to City in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

20. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
21. **SPECIFICATIONS AND PLANS:** Contractor shall keep at the job site a copy of the plans and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
22. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Until work is accepted by the Engineer, it shall be in the custody and under the charge and care of Contractor. Contractor shall rebuild, repair, restore, or make good, at his own expense, all damages to any portion of the work before its completion and Final Acceptance, caused by the action of the elements or from any other reason. City shall have the right of full possession and use of any or all completed portions of the work, regardless of the completion time for the Contract, and such possession and/or use shall not release Contractor from the proper and adequate maintenance of any street or alley or property over which this work may go, nor shall such possession and/or use be deemed as Final Acceptance by City.

Contractor shall be responsible for a period of one (1) year from and after the date of Final Acceptance by City of the Work on a Designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.

If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.

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

24. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
25. **TERMINATION FOR DEFAULT:** In addition to any failure of Contractor to perform any provisions herein, Contractor will be in default for the following: If Contractor fails to begin the work within the time specified, or fails to perform the work with sufficient workmen or materials to ensure its prompt completion or performs the work unsuitably, or neglects or refuses to remove materials or perform anew such work as shall be rejected as defective and unsuitable, or discontinues the prosecution of the work, or from any other cause whatsoever does not carry on the work in an acceptable manner, or becomes insolvent or is adjudicated a bankrupt, or commits any act of bankruptcy or insolvency, or allows any final judgment to stand against him unsatisfied for a period of ten (10) days, the Engineer may give notice in writing by registered mail to Contractor and the Surety of such delay, neglect, or default. If within ten (10) days after such notice Contractor does not proceed to remedy to the satisfaction the Engineer the fault specified in said notice, or the Surety does not proceed to take over the work for completion under the direction of the Engineer, City shall have full power and authority, without impairing the obligation of Contract or the bond, to take over the completion of the work; to appropriate or use any or all material and equipment on the ground that is suitable and acceptable; to enter into agreements with others; or to use other such methods as in its opinion may be required for the completion of Contract in an acceptable manner. Contractor and Contractor's Surety shall be liable for all costs and expenses incurred by City in completing the work, and also for all liquidated damages in conformity with the terms of the Contract. In case the sum of such liquidated damages and the expense so incurred by City is less than the sum which would have been payable under the Contract if it had been completed by Contractor, Contractor, or Contractor's Surety, shall be entitled to receive the difference; and in case the sum of such expense and such liquidated damages exceeds the sum which would have been payable under the Contract, Contractor and Contractor's Surety shall be liable and shall pay to City the amount of such excess.

City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring similar supplies or services; provided, that if (a) it is determined for any reason that Contractor was not in default or, (b) failure to perform is beyond Contractor's or subcontractor's control, fault or negligence, the termination shall be deemed to be a termination for convenience. In general, termination for default shall be effective ten (10) days from Contractor's receipt of notice. In the event the good or services provided under the Contract are deemed to serve an emergency purpose, and the provision of those goods/services is somehow compromised, City reserves the right to issue an immediate, same day, termination notice and secure the goods/services elsewhere.

26. **TERMINATION FOR CONVENIENCE:** The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever City, through its Purchasing Agent, determines that such termination is in the best interest of the City

of Columbia. Any such termination will be affected by delivery to Contractor of a letter of termination specifying the extent to which performance of work under this Contract is terminated and the date upon which such termination is effective. After receipt of a termination letter, Contractor shall:

- a. Stop work on this Contract on the date and to the extent specified in the letter.
- b. Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under this Contract not terminated.
- c. Complete on schedule such part of the work as will not be terminated by termination letter.

27. **PREVAILING WAGES:** Contractor shall comply with all requirements of the prevailing wage law of Missouri Revised Statutes Sections 290.210 to 290.340, including the latest amendments thereto. This Contract shall be based upon payment by Contractor and his subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Missouri Division of Labor Standards. The Missouri Division of Labor Standard Annual Wage Order applicable to this Project is attached as Exhibit I.

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

Pursuant to Section 290.250 RSMo, Contractor shall forfeit as a penalty to City one hundred dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any work done under said contract, by him or by any subcontractor under him. After completion of the work and before final payment can be made under this Contract on a Designated Project, Contractor and each subcontractor must file with City an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri. The form of the Affidavit of Compliance with the Prevailing Wage Law is attached hereto as Exhibit J.

28. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.
- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

29. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

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. Contractor shall also complete a Work Authorization Affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The form of the Work Authorization Affidavit is set forth in Exhibit K. Contractor shall require all subcontractors to observe the requirements of this section and shall obtain a Work Authorization Affidavit from each subcontractor performing Work on the Designated Projects.

30. **SPECIFICATIONS:** Contractor shall perform all work on the Designated Projects in accordance the requirements set forth in the Scope of Work, Plans and Project Specifications which are attached as Exhibit A.

31. **NO WAIVER OF IMMUNITIES:** In no event shall the language of this Contract constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

32. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived

any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

33. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
34. **GENERAL LAWS:** Contractor shall perform all work to the complete satisfaction of City and in accordance with all federal, state, county, municipal, and other local laws, ordinances, and regulations applicable to said work.
35. **NOTICES:**
- a. The following persons are designated by the respective Parties to act on behalf of such Party and to receive all written notices and payment invoices:

IF TO CITY:

City of Columbia
Finance Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Purchasing Agent

IF TO CONTRACTOR:

click here and insert Contractor's name in text box
click here and insert address in text box
click here and insert city/state in text box
ATTN: **click here and insert name of contact in text box**

With a Copy to:

Public Works Department
P.O. Box 6015
Columbia, Mo 65205
ATTN: Engineer or Project Manager
John T. Conway P.E.

- b. Any notice required by this Contract to be given in writing or that either City or Contractor wishes to give to the other in writing shall be signed by or on behalf of the Party giving notice. The notice shall be deemed to have been completed when sent by certified or registered mail to the other Party at the address set forth herein, or delivered in person to said Party or their authorized representative.

c. Contractor's designated representative shall be available to meet with City at any time during the performance of the Work and shall have full authority to act on Contractor's behalf on any matter related to this Contract and/or the Work.

36. **CONTRACT DOCUMENTS:** The Contract Documents include this Contract and the following attachments or exhibits, which are incorporated herein by reference.

<u>Exhibit</u>	<u>Description</u>
A	RFP containing City's Scope of Work, Plans and Project Specifications
B	None – reserved for future use
C	None – reserved for future use
D	City approved form for Contractor's Performance Bond
E	City approved form for Contractor's Labor & Material Payment Bond
F	Contractor's Insurance Certificate
G	Contractor's Affidavit for Final Payment
H	Final Receipt of Payment and Release
I	Missouri Division of Labor Standards Annual Wage Order Applicable for the Project
J	Affidavit of Compliance with Prevailing Wage Law
K	Work Authorization Affidavit
L	Contractor's Proposal and Pricing

In the event of a conflict between the terms of any Exhibit or Attachment and the terms of this Contract, the terms of this Contract control. In the event of a conflict between the terms of any Exhibit and any Attachment, the terms of the documents control in the order listed above.

37. **ENTIRE CONTRACT:** This Contract represents the entire and integrated Contract between the Parties relative to the Designated Projects authorized pursuant to this Contract. All previous or contemporaneous contracts, representations, promises and conditions relating to Contractor's services are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____
Lawrence Luck, Purchasing Agent

Date: _____

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account(s) _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

By: _____
Michele Nix, Director of Finance

(Seal)

CLICK HERE AND INSERT CONTRACTOR'S NAME IN TEXT BOX

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Name: _____

OPTIVIEW

RFQ: 11/2018
Addendum No. 10/19/2018



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFQ #11/2018

COMMUNITY RELATIONS RENOVATION - GIS RENOVATION - SMALL INTERIOR CONSTRUCTION T & S

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

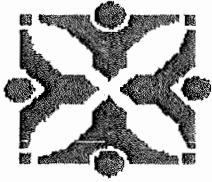
1. Final RFQ was changed – Online RFQ is revised
2. No other changes

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 11/2018 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm _____ Date _____

Signed _____



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISIONNOTICE TO BIDDERS
ADDENDUM #2 RFQ: 11/2018COMMUNITY RELATIONS RENOVATION – GIS RENOVATION – SMALL INTERIOR
CONSTRUCTION T & S

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. The Contractor shall coordinate the work with the Owner's vendors, including, but not limited to Inside The Lines (Furniture), City IT Infrastructure staff, and Steel-nett (Data Wiring).
2. Regarding the Community Relations Renovation project, The General Contractor shall receive one parking space for use as a staging area during the 90 days of construction. The parking space will be identified to the awarded contractor by the Owner's Representative.
3. Permitting: In conjunction with Bid Response Information Section 3.4 in the Bid Response Packet, please note the Contractor is responsible for paying for the building permit. Per the City's Online Services website, the GIS Renovation project (HTE#18-05) will have a total permit fee of \$67.50. Any additional permitting fees will be the responsibility of the Contractor.
4. Permitting: In conjunction with Bid Response Information Section 3.4 in the Bid Response Packet, please note the Contractor is responsible for paying for the building permit. Per the City's Online Services website, the Community Renovation project (HTE#18-07) will have a total permit fee of \$199.13. Any additional permitting fees will be the responsibility of the Contractor.
5. A Pre-Bid Meeting was held on November 9, 2017 and included a walk-through of the project site. The group was unable to access and view the Clerk Vault space associated with the Community Relations Renovation project. Please refer to the attached photographs which are provided for reference.
6. A FOB will be given to the contractor for access to the building from the employee entrance at the back of the building.
7. Contractor will be able to use the elevator at employee entrance for materials.
8. No other changes

Drawing Clarifications:

1. FA100 – FIRE ALARM PLAN (COMMUNITY RELATIONS RENOVATION PROJECT):
 - a. Substitutions for alternate manufacturers for the sound masking system will be considered if the proposed product can perform at a similar level and the following is met:
 - i. The contractor is responsible for all costs associated with designing all revisions necessary to propose voluntary alternate sound masking systems.
 - ii. The contractor must convey any potential changes to wiring from plan shown on sheet FA100 to Steel-Nett for pricing through the owner's separate contract. The contractor is responsible for any additional costs in the owner's contract with Steel-Nett associated with changing sound masking systems.
 - iii. Product data, wiring diagrams, and shop drawings must be submitted for review by the design team

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 11/2018. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

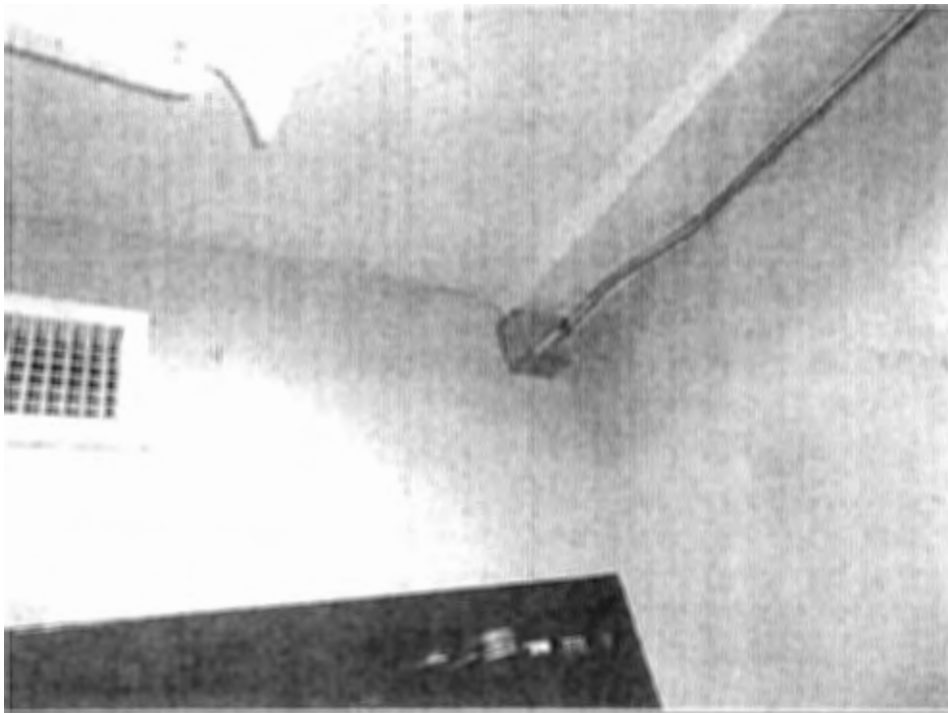
Firm _____ Date _____

Signed _____

City of Columbia – Community Relations Renovation

Images of Clerk Vault Storage Closet provided for reference

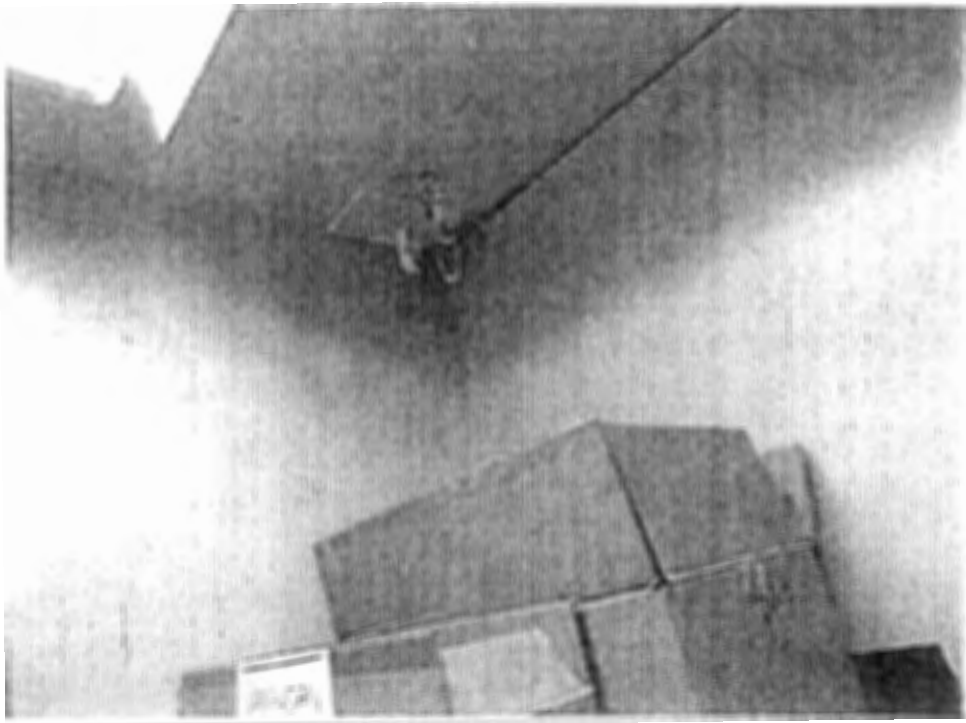
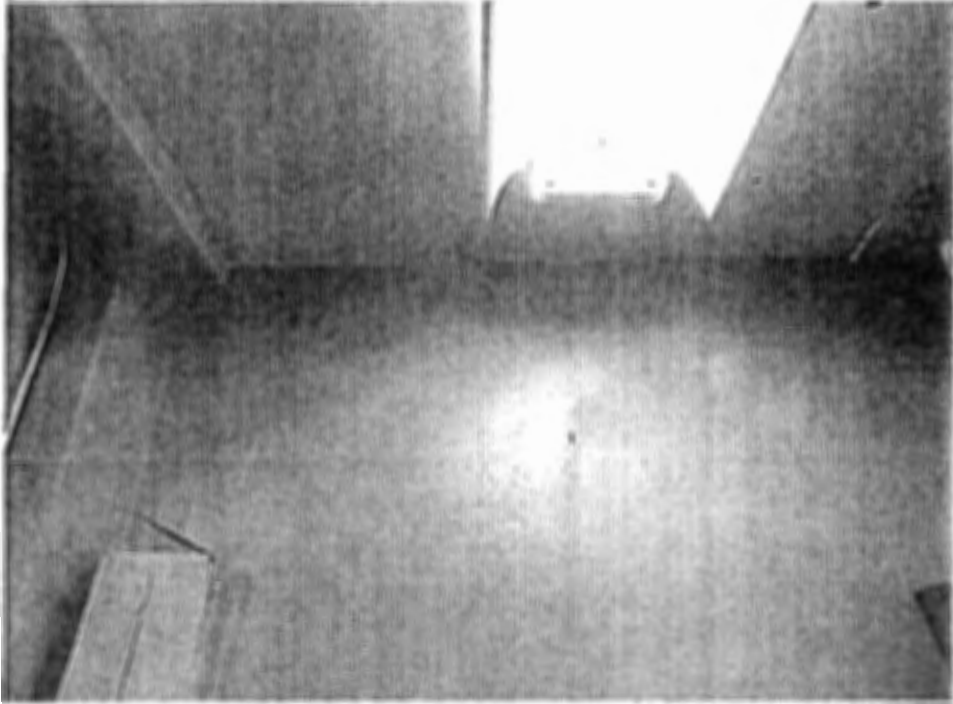
Images of South Wall (above entry door)



City of Columbia – Community Relations Renovation

Images of Clerk Vault Storage Closet provided for reference

Images of North wall (opposite entry door)



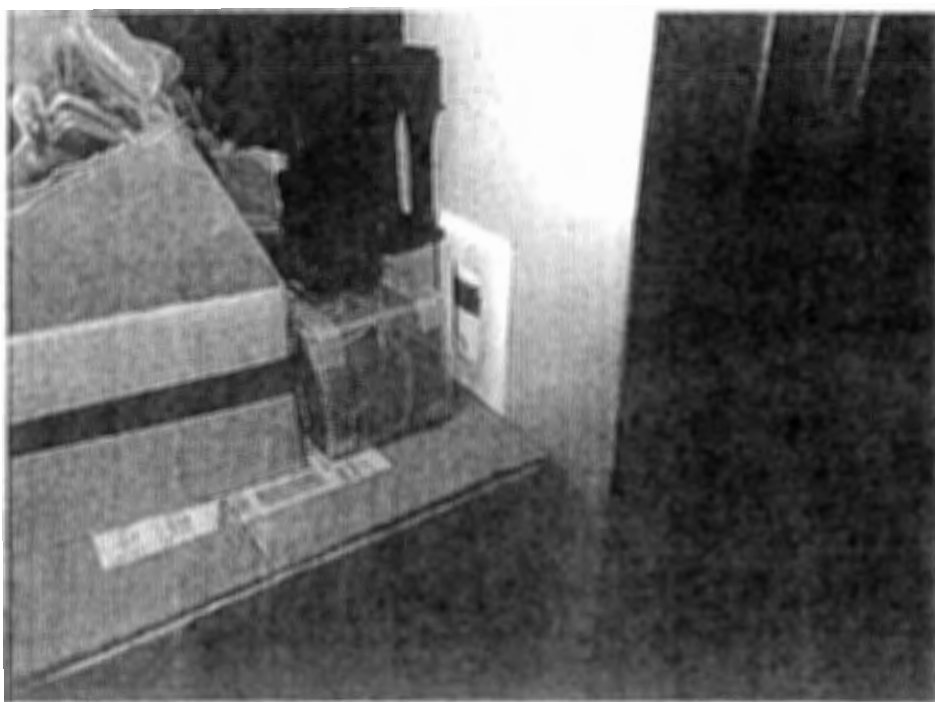
City of Columbia – Community Relations Renovation

Images of Clerk Vault Storage Closet provided for reference

Image of flooring



Image of light switch at entry door



**COMMUNITY RELATIONS RENOVATION – GIS RENOVATION – SMALL
INTERIOR CONSTRUCTION T & S
CITY OF COLUMBIA RFQ # 11/2018
November 9, 2017, 2:00 pm**

1. **Bidding Information**
 - Bid opening. – Tuesday – November 21, 2017 @ 2:00pm
 - Bid submission: Paper bid or electronic bid submission on the City of Columbia website.
 - Faxed or emailed bid submissions will not be accepted

2. **Items to be submitted with Bid**
 - Contractor submittal
 - Bid Bond on the City of Columbia’s form for the Community Relations and GIS renovations
 - Acknowledgement of Insurance Requirements
 - Everify and Work Authorization
 - Statement of Bidders Qualification
 - W-9

3. **If awarded the project the contractor is required to include these Additional Contract Requirements and Compliance**
 - Insurance Certificate with the City of Colombia listed as additionally insured in Liability, Aggregates and Umbrella coverage
 - Performance and Labor and Material bonds in the amount of the contract for the Community Relations and GIS renovations
 - Osha 10 Cards
 - Signed Subcontractor Agreements
 - A Performance and Labor and Materials bond will be required on the Small Interior Construction term and supply for a project over the \$50,000.00 threshold

4. **Period of Performance** contract for the Community Relations and GIS renovations:
Contractor agrees to complete the work in the base bid within ninety (90) calendar days from the Notice to Proceed. – Liquidated Damages are to allow a deduction of one hundred dollars (\$100.) per calendar day

5. **Addenda.**
 - Addenda to be issued and posted through City E Bidding system, and ADS
 - All addenda must be acknowledged - submitted with paper proposal or uploaded with electronic bid system

6. **Questions on submittal**

COMMUNITY RELATIONS RENOVATION – GIS RENOVATION – SMALL INTERIOR
CONSTRUCTION T & S
CITY OF COLUMBIA RFQ # 11/2018
November 9, 2017, 2:00 pm

Attendee Name	Phone / E-mail / Fax #	Company Name
<u>Michelle Sorensen</u>	Phone: 573-874-6317 Email: <u>Michelle.Sorensen@COMO.gov</u>	<u>City of Columbia, Purchasing</u>
<u>Stephanie Brown</u>	Phone: <u>874-7314</u> Email: <u>Stephanie.brown@como.gov</u> Fax: _____	_____
<u>BRAY STEIGEMANN</u>	Phone: <u>443 1407</u> Email: <u>steigemann@sega-inc.com</u> Fax: _____	_____
<u>Taylor Bowen</u>	Phone: <u>817-5040</u> Email: <u>Taylor.Bowen@como.gov</u> Fax: _____	_____
<u>Brian Adkisson</u>	Phone: <u>874-7330</u> Email: <u>brian.adkisson@como.gov</u> Fax: _____	_____
<u>STEVEN SAPP</u>	Phone: <u>874-7257</u> Email: <u>Steven.Sapp@Como.gov</u> Fax: <u>what's that?</u>	_____
<u>Jim Chapelaine</u>	Phone: <u>874-7646</u> Email: <u>Jim.Chapelaine@como.gov</u> Fax: _____	_____
<u>Morgan Imhoff</u>	Phone: <u>660-849-2695</u> <u>573-645-4530</u> Email: <u>morgan@imhoffconstr.com</u> Fax: <u>660-849-2696</u>	_____

COMMUNITY RELATIONS RENOVATION – GIS RENOVATION – SMALL INTERIOR
CONSTRUCTION T & S
CITY OF COLUMBIA RFQ # 11/2018
November 9, 2017, 2:00 pm

Attendee Name	Phone / E-mail / Fax #	Company Name
<u>STEVEN STEPANOVI</u>	Phone: <u>573 673 3746</u> Email: <u>SSTEPANOVI@PCE-TO.COM</u> Fax: _____	<u>PCE</u>
<u>Clay Minchew</u>	Phone: <u>573-777-9599</u> Email: <u>Clay@GroveConstruction.com</u> Fax: <u>573-234-9599</u>	<u>Grove Construction</u>
<u>Bill Patterson</u>	Phone: <u>573-230-6961</u> Email: <u>bill.patterson@MeyAllieConstruction.com</u> Fax: <u>573-262-3886</u>	<u>MeyAllieConstruction</u>
_____	Phone: _____ Email: _____ Fax: _____	
_____	Phone: _____ Email: _____ Fax: _____	
_____	Phone: _____ Email: _____ Fax: _____	
_____	Phone: _____ Email: _____ Fax: _____	
_____	Phone: _____ Email: _____ Fax: _____	

Contract Exhibit

EXHIBIT B

None – Reserved for Future Use

Contract Exhibit

EXHIBIT C

None – Reserved for Future Use

Contract Exhibit

EXHIBIT D

Contactors Performance Bond

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, hereinafter called Contractor, and _____

a corporation organized under the laws of the State of _____,
and authorized to transact business in the State of Missouri as Surety, hereinafter called Surety, are held and
firmly bound unto the City of Columbia, Missouri, as Obligee, hereinafter called Owner, in the amount of
_____ (\$) for the payment whereof
Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly
and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____, entered into Contract with
Owner for: _____ project accordance with specifications prepared by
the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly
and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in
full force and effect.

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

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

- a. Complete the Contract in accordance with its terms and conditions, or
- b. Obtain a bid for submission to Owner for completing the Contract in accordance with
its terms

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set its hand and the Surety has caused these presents to be executed in its name, and its Corporate Seal to be affixed by its Attorney-in-Fact at _____, on this _____ day of _____, 20_____.

(SEAL)

Contractor

By: _____

(SEAL)

Surety Company

By: _____
Attorney-in-Fact

By: _____
Missouri Representative

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

Contract Exhibit

EXHIBIT E

Contractor's Labor and Materials Bond

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, hereinafter called Contractor, and _____ a corporation organized under the laws of the State of _____, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the City of Columbia, Missouri, as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of _____ (\$) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated _____ entered into a Contract with Owner for _____, in accordance with drawings and specifications prepared by the City of Columbia, which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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

1. A claimant is defined as one having a direct Contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.
2. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - i Unless claimant, other than one having a direct Contract with the Contractor, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such

services need not be made by a public officer.

- ii. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - iii. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project or any part thereof is situated or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

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

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

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY: _____

BY: _____ (Seal)
(Attorney-in-Fact)

BY: _____
(Missouri Representative)

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

Contract Exhibit

EXHIBIT F

Contractor's Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2017

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

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

PRODUCER
Thomas McGee, L.C.
920 Main Street
Suite 1700 P.O. Box 419013
Kansas City MO 64105

INSURED **PROFE-2**
Professional Contractors & Engineers Incorporated
5900 C North Tower Drive
Columbia MO 65202

CONTACT NAME: Jon Nee		
PHONE (A/C, No, Ext): 816-843-4632	FAX (A/C, No): 816-472-5018	
E-MAIL ADDRESS: jnee@thomasmcgee.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : FCCI Insurance Group		10178
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 741960008** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JUCT <input type="checkbox"/> LOC	Y		CPP00177034	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA1000089501	12/14/2017	12/14/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		UMB00179584	12/14/2017	12/14/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC000024404	12/14/2017	12/14/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Columbia, MO is included as additional insured on the General Liability and Umbrella Liability when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

City of Columbia, MO
P.O. Box 6015
Columbia MO 65205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Contract Exhibit

EXHIBIT G

Contractor's Affidavit for Final Payment

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT WHEREAS, the undersigned

Contractor Address City State

hereinafter referred to as Contractor, and the City of Columbia, Missouri, hereinafter referred to as Owner, have heretofore entered into a certain written Contract dated the _____ day of _____, 20_____, covering work to be performed and material to be furnished for:

Name of Project

WHEREAS, Contractor has performed work, and furnished materials as provided under said Contract up to and including the date hereof, and upon supplying proper waiver of liens, is entitled to payment from the Owner for the sum of:

Balance of said Contract DOLLARS,

NOW, THEREFORE, in order to induce the Owner to make payment of said sum, and if said sum represents the balance due under said Contract, to induce the acceptance of said work and materials by the Owner, Contractor hereby represents that all work performed and materials furnished under said Contract up to and including the date hereof, including work and materials, if any, performed or furnished by subcontractors and material suppliers, have been paid in full, and Contractor hereby waives any and all liens, rights of liens, and claims on or against the premises at the address above given, or on any and all structures and buildings located thereon, arising under any law of the State wherein said premises are situated, and hereby releases and agrees to save harmless the Owner from and against any and all claims for and on account of work performed, or materials furnished by or for Contractor under said Contract or otherwise, Contractor represents that all Sales and Use taxes, if any, applicable to any material furnished by or for Contractor, have been paid in full.

Contractor

Personally appeared before me, a Notary Public, within and for the County of

_____,
State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.
My Commission expires _____, 20____.

(Notary Public)

Contract Exhibit

EXHIBIT H

Final Receipt of Payment and Release

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

hereinafter called "Subcontractor" who heretofore entered into a Subcontract with _____, hereinafter called "Contractor", for the performance of work and/or the furnishing of material for the construction of a project entitled:

(Project Title and Project Number)

for the City of Columbia, Missouri, hereinafter called "Owner", which said Subcontract is by this reference incorporated herein, in consideration of such final payment by Contractor, DOES HEREBY:

1. ACKNOWLEDGE that they have been paid in full all sums due them for everything done by them, or done by their subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in performance of the work called for by the aforesaid Contract and all modifications or extras or additions thereto, for the construction of said project or otherwise.
2. RELEASE and fully, finally, and forever discharge Contractor and the Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Subcontractor, its agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all of its employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them, or any of them, in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.

DATED, this _____ day of _____, 20_____.

Name of Subcontractor

Typed or Printed Name

Signature

Title

Contract Exhibit

EXHIBIT I

Missouri Division of Labor Standards Annual Wage
Order #24

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

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

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

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			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	09	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
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

Building Construction Rates for
BOONE County Footnotes

Section 010

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93
All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**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.

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

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.

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 \$27.76 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 \$1.37 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 or 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 preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

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

**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	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction)\Lineman		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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 \$16.25 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 \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 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 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 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.

Contract Exhibit

EXHIBIT J

Affidavit of Compliance with Prevailing Wage Law

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)

_____, of the _____,
(Position) (Company Name)

a (Corporation), (Partnership), (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 Annual Wage Order No. _____ issued by the Missouri Division of Labor Standards on the _____ day of _____, 20_____, in carrying out the Contract and work in connection with:

(Name of Project)

located at _____ in

_____ County, Missouri, and completed on the _____ day of

_____, 20_____.

(Signature)

Personally appeared before me, a Notary Public, within and for the County of

_____.

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this _____ day of _____, 20_____.

My Commission expires _____, 20_____.

(Notary Public)

Contract Exhibit

EXHIBIT K

Work Authorization Affidavit

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Callaway)
)SS.
State of Missouri)

My name is Wade Horn . I am an authorized agent of Professional Contractors & Engineers, 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 City of Columbia. This business does not knowingly employ any person who 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 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Affiant

Wade Horn

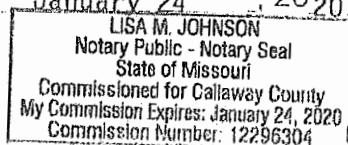
Printed Name

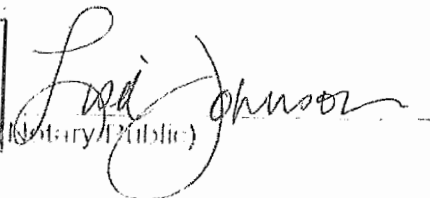
Personally appeared before me, a Notary Public, within and for the County of Callaway,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 21 st day of November, 2017.

My Commission expires January 24, 2020.





(Notary Public)



Company ID Number: 197846

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Professional Contractors & Engineers Inc

Company Facility Address: 5900-C North Tower Drive

Columbia, MO 65202

**Company Alternate
Address:**

County or Parish: BOONE

**Employer Identification
Number:** 43150876

**North American Industry
Classification Systems
Code:** 236

Parent Company:

Number of Employees: 20 to 99

**Number of Sites Verified
for:** 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 197846

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Professional Contractors & Engineers Inc

Matthew Robe

Name (Please Type or Print)

CFD

Title

Electronically Signed

Signature

03/13/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

03/13/2009

Date

Contract Exhibit

EXHIBIT L

Contractor's Proposal and Pricing

BID RESPONSE

COMMUNITY RELATIONS RENOVATION
- GIS RENOVATION –
SMALL INTERIOR CONSTRUCTION T & S

OPTVIEW

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

HEREBY PROPOSES to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor and supervision; and to install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein. All prices stated herein are firm. **Missouri Sales and Use Tax are not to be included in this pricing.**

SECTION I

To furnish all labor, equipment, materials and supplies necessary to complete the work described in this bid document. State firm fixed unit pricing for the tasks in the following table.

The City of Columbia has Term and Supply Contracts in place for the Low Voltage Wiring, Asbestos Removal and Furniture Purchase. These contracts, as well as the City of Columbia IT department will be used, it is up to the contractor to contact and schedule the work needed.

The quantities provided below are and estimate only and provided for reference. The Contractor is responsible for confirming actual quantities with the field conditions and bidding accordingly.

Line Item	Item - (GIS Renovation - 1,563 SF)	Unit	Quantity	Unit Price	Amount
1	Mobilization	LS	1		
2	Flooring Protection - Plastic Barrier	SF	1,563		
3	Misc Drywall Demolition	SF	65		
4	Ceiling Demolition	SF	70		
5	Casework/Misc wall attachment removal	EA	3		
6	Flooring Cleaning - Post Construction	SF	1,563		
7	Wall base installation	LF	50		
8	Gypsum Board Partition Walls	SF	385		
9	Gypsum Board - Misc patching	SF	65		
10	Acoustical Ceiling - Reinstallation	SF	70		
11	Painting new walls and existing walls	SF	450		
12	Painting of door frames and misc equip	EA	2		
13	Wood/Metal Blocking for cabinets/equip	LS	1		
14	Joint Sealant	LS	1		
15	Door Hardware	EA	1		
16	Solid Core Wood Door, HM Frame	EA	1		
17	Corner Guard	EA	1		
18	Mechanical Demo & Renovation	LS	1		
19	Electrical Demo & Renovation	LS	1		
Base Bid for GIS Renovation			*	25,938	

Twenty Five Thousand Nine hundred thirty eight

Per Addendum 1, Unit Pricing is optional. These can be furnished at a later date if requested.

Line Item	Item - (Community Relations Renovation 1,564 SF)	Unit	Quantity	Unit Price	Amount
20	Flooring Protection - Plastic Barrier	SF	1,564		
21	Misc Drywall Demolition	SF	200		
22	Clerk Vault Drywall Demolition	SF	100		
23	Ceiling Demolition - includes vault	SF	451		
24	Doors and frames - removed	EA	2		
25	Casework/Misc wall attachment removal	EA	3		
26	Flooring Cleaning - Post Construction	SF	1,564		
27	New Flooring: Carpet Tile	SF	340		
28	Wall base installation	LF	150		
29	Gypsum Board Partition Walls	SF	701		
30	Gypsum Board - Misc patching	SF	200		
31	Acoustical Ceiling - Reinstallation	SF	389		
32	Acoustical Ceiling - new grid & tile	SF	62		
33	Painting new walls and existing walls	SF	1,815		
34	Painting of door frames and misc equip	EA	2		
35	Wood/Metal Blocking for cabinets/equip	LS	1		
36	Plastic Laminate countertop	LF	20		
37	Joint Sealant	LS	1		
38	Door Hardware	EA	2		
39	Solid Core Wood Door, HM Frame	EA	2		
40	Corner Guard	EA	5		
41	Plumb/Fire Protection Demo & Reno	LS	1		
42	Mechanical Demo & Renovation	LS	1		
43	Electrical Demo & Renovation	LS	1		
44	Clerk Vault - fire damper, fire caulking	EA	1		
45	Clerk Vault - Additional drywall, insulation	SF	100		
46	Clerk Vault - Door, Frame & Hardware	EA	1		
47	Electrical for sound masking	EA	1		
48	Sound Masking System: Lencore	LS	1		
Base Bid for Community Relations Renovation				75,355.00	

seventy five thousand three hundred fifty five and no/100

Per Addendum 1, Unit Pricing is optional. These can be furnished at a later date if requested.

Line Item	Item - (Small Interior Construction Term and Supply)	Straight Time	Over Time
49	General Foreman – if applicable	79.50	109.60
50	Crew Foreman – if applicable	n/a	n/a
51	Operator Class II	76.90	99.00
52	Laborer - General	53.48	71.51
53	Laborer – First Semi Skilled	58.08	87.12
54	Carpenter	76.23	114.35
55	Electrician (Inside Wireman)	84.70	127.05
56	Linoleum Layer and Cutter (carpet also)	65.70	86.47
57	Painter	70.18	105.27
58	Plaster	72.60	108.90
59	Plumber	108.90	163.35
60	Tile Setter	55.81	73.39
61	Tile Finisher	33.77	49.09
62	Asbestos Worker/ Insulator (the City of Columbia has a Asbestos Removal contract in place)	—	
63	Materials may be provided by the City of Columbia or Materials will be supplied at vendor's cost plus a percent (%). Indicate a percentage. Any applicable freight will be at vendors cost and not subject to markup Any material item coasting over \$100.00 will require a copy of vendors itemized invoice to the City.	10% Percentage	1
64	Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative?	(Yes/No)	
65	Contractors/Sub-Contractors that will be servicing the Columbia Police Department will be required to pass a background check.	Acknowledge	WA

SECTION II

2.1 DBE If bidder is certified as a DBE firm (disadvantaged business enterprise), please indicate and provide documentation of certification with bid response. DBE? Yes No

2.2 Subcontracting If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted with the bid proposal.

<u>Subcontractor Name/Address</u>	<u>Work Assigned</u>	<u>DBE Firm? Yes or No</u> (Disadvantaged Enterprise)
<u>Inhoff</u>	<u>Dry wall</u>	<u>NO</u>
<u>Kawr</u>	<u>Electrical</u>	<u>NO</u>

2.3 Prevailing Wages All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #24 (Attachment C). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response. **Missouri Department of Labor Wage Order #24 (Attachment C) will be used in the Community Relations Renovation, GIS Renovation and Year 1 of the Small Interior Construction T & S Contract.**

2.4 Executive Order 12549 Regarding Debarment and Suspension By submission of its response, the Bidder certifies that neither he/she nor their principals are 1) presently debarred, suspended, proposed for debarment, declared ineligible or voluntary excluded from covered transactions by a Federal department or agency, 2) have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3) are not presently indicted for or otherwise criminal or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

2.5 Certification of Non-Resident/Foreign Contractors: If the contractor is a foreign corporation or non-resident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.

B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

2.6 Contract Documents: Bidders shall review the sample contract(s) attached as Appendix 1. Any contract for this work shall include all terms and conditions set forth in the sample contract(s).

SECTION III

3.1 Non-Collusion In submitting this quotation, the Undersigned declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

- ✓ **3.2 Addendum(s)** The Undersigned acknowledges that he/she has received a complete set of the RFQ and the contract documents and receipt of the following Addenda:

<u>Addendum No. and Date</u>	<u>Addendum No. and Date</u>
<u>1</u>	<u>10-19-17</u>
<u>2</u>	<u>11-14-17</u>
<u> </u>	<u> </u>

3.3 Validity of Bids In submitting this bid it is understood that the right is reserved by the City, to reject any and all bids and it is agreed that the bids may not be withdrawn for a period of sixty (60) days from the specified time for receiving bids.

3.4 PERMITS: Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all Work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

- ✓ **3.5 WORK AUTHORIZATION AND EVERIFY:** Attachment D must be filled out and included in response submission. Including a copy of company's Everify Certification.
- ✓ **3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Attachment E must be filled out and included in response submission.
- ✓ **3.7 W-9:** Attachment F must be filled out and included in response submission.

3.8 Time of Completion & Liquidated Damages Contractor hereby agrees to complete the work described in the Base Bid no later than ninety (90) calendar days from the date of the Notice to Proceed. Contractor shall agree to allow a deduction one hundred dollars (\$100.00) per calendar day from final payment as liquidated damages for each day that completion is delayed beyond said completion date established.

SECTION IV

4.1 INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed data on the conditions under which the project will be constructed, scope of contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements set forth herein and shall offer material and construction which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the material and construction offered does not meet these specifications.

Such exceptions made, shall be listed by page number in the following blanks and shall be explained in detail in a letter accompanying the bid. Failure to outline such exceptions will require the successful Bidder to comply with original specifications.

Exceptions to Specifications – Pages:

All bids shall be submitted on the bid forms hereto attached. Copies of addenda, if any, shall be signed and attached to the bid submitted. Bidder shall furnish all information requested herein by filling in the blanks on the submitted copy of this specification. Additional pages maybe added if necessary.

Bidder shall visit the site of the work and completely inform himself or herself with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid. If awarded the contract, the contractor shall not be allowed any extra compensation because of bidder's failure to inform himself by reason of any matter or thing prior to the bidding when such matter or thing Bidder might have reasonably discovered. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors. Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person shall in writing all questions and concerns to Michelle Sorensen/Purchasing at 573-874-6317 or Michelle.Sorensen@como.gov. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents.

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for

which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for: **11/2018 -- COMMUNITY RELATIONS RENOVATION - GIS RENOVATION – SMALL INTERIOR CONSTRUCTION T & S**

4.2 SALES TAX EXEMPTION: Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact the Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105, Telephone (573) 751-2836.

4.3 BONDING: (For Community Relations Renovation- GIS Renovation): Each bidder shall submit an original bid bond, on the City of Columbia's bid bond form, an amount of not less than five percent (5%) of the total bid amount (including all possible alternates), to the Purchasing Division, prior to the bid closing date and time. Acceptable forms of Bid Bonds include: **1.) an original bond on the City of Columbia form (Attachment B) or a certified check made payable to the City of Columbia; or 2.) an electronic bid bond provided by Surety2000.com, as verified by an eleven-digit code which is generated by the Surety2000 system and provided by the contractor in his/her bid submission.** Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within sixty (60) days at the price bid, if accepted by the City.

If awarded the contract and Contractor delivers an executed Agreement to the City, the Agreement shall be accompanied by an Original executed Performance Bond and Labor and Material Payment Bond, on forms provided by City. Bonds shall be written by a company approved by City, each in an amount of one hundred percent (100%) of the Agreement price, guaranteeing complete and faithful performance of the Agreement and payment of all bills, of whatever nature, which could become a lien against property and guaranteeing replacement of defective materials and workmanship for a period of one year after completion of work. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

BONDING (For Small Interior Construction Term and Supply): A Bid Bond is not required. Performance and Labor bond shall be required for each designated project that exceeds fifty thousand dollars (\$50,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

4.4 INSURANCE REQUIREMENTS:

CONTRACTOR'S INSURANCE: Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.

- a. **Workers' Compensation & Employers Liability.** Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
- b. **Commercial General Liability.** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
- c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- d. **Business Auto Liability.** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- e. 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 City 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.
- f. The City of Columbia, its elected officials and employees are to be Additional Insureds, during completion of the work, with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate shall be attached as Exhibit F.
- g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.

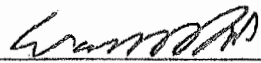
- h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
- i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.

SECTION V

5.1 Reserved Rights/ Awards: City's right is reserved to accept or reject all or part of the bid, to waive technicalities, and to accept the offer the Purchasing Agent considers the most advantageous to the City. The City awards contracts to the lowest responsive and responsible bidder. It shall be understood that "responsible" shall mean best; the best bid is not necessarily the lowest bid.

BIDDERS SIGNATURE:

Firm Professional Contractors & Engineers, Inc.

Individual 
Wade Horn

Title Vice-President

Address 5900-C North Tower Drive
Columbia, MO 65202

Phone 573-442-1113

Email: rmccullem@pce-mo.com
Ryan McCullem, Project Manager

Date 11-21-17

Drawing Clarifications:

1. FA100 – FIRE ALARM PLAN (COMMUNITY RELATIONS RENOVATION PROJECT):
 - a. Substitutions for alternate manufacturers for the sound masking system will be considered if the proposed product can perform at a similar level and the following is met:
 - i. The contractor is responsible for all costs associated with designing all revisions necessary to propose voluntary alternate sound masking systems.
 - ii. The contractor must convey any potential changes to wiring from plan shown on sheet FA100 to Steel-Nett for pricing through the owner's separate contract. The contractor is responsible for any additional costs in the owner's contract with Steel-Nett associated with changing sound masking systems.
 - iii. Product data, wiring diagrams, and shop drawings must be submitted for review by the design team

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 11/2018. All other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Professional Contractors & Engineers, Inc. Date 11-21-17

Signed 



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFQ #11/2018

COMMUNITY RELATIONS RENOVATION - GIS RENOVATION - SMALL INTERIOR CONSTRUCTION T & S

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. Final RFQ was changed – Online RFQ is revised
2. No other changes

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 11/2018 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm Professional Contractors & Engineers, Inc. Date 11-21-17

Signed _____

A handwritten signature in black ink, appearing to be "L. Smith", written over a horizontal line.

City of Columbia Purchasing

Bid Information

Bid Owner Michelle Sorensen Procurement Officer
Email Michelle.Sorensen@CoMo.gov
Phone (573) 874.6317
Fax ()
Bid Number 11/2018 Addendum 1
Title Community Relations Renovation - GIS Renovation - Small Interior Construction T & S
Bid Type RFQ-F
Issue Date 10/19/2017
Close Date 11/21/2017 02:00:00 PM (CT)

Contact Information

Address 701 East Broadway
Columbia, MO 65202
Contact Michelle Sorensen
Department Purchasing
Building
Floor/Room 5th Floor
Telephone (573) 874.6317
Fax (573) 874.7762
Email mdsorens@GoColumbiaMO.com

Ship to Information

Address
Contact
Department
Building
Floor/Room
Telephone
Fax
Email

Supplier Information

Company Name _____
Contact Name _____
Address _____

Telephone _____
Fax _____
Email _____

Supplier Notes

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature _____

Date ____ / ____ / ____

Bid Notes

BIDDERS ARE ENCOURAGED TO USE THE ELECTRONIC BID SYSTEM FOR SUBMITTING BIDS AND MUST COMPLETE ALL REQUIRED FIELDS. NO FAX OR E-MAIL RESPONSES WILL BE ACCEPTED. IF YOU CHOOSE TO SUBMIT MANUALLY, (hard paper copy) PRINT THE "PAPER BID FORM" LISTED UNDER "DOCUMENTS" IN ITS ENTIRETY, COMPLETE AND SUBMIT TO PURCHASING, 701 E. BROADWAY, 5TH FLOOR, COLUMBIA MO 65201, UNTIL THE BID CLOSING DATE AND TIME. BIDS MUST BE IN A SEALED ENVELOPE AND HAVE THE BID NUMBER AND DESCRIPTION CLEARLY LABELED ON THE OUTSIDE OF THE ENVELOPE.

Bid Activities

Bid Messages

Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

#	Filename	Description
Header	11-2018 Final RFQ.pdf	Final RFQ
Header	Bidders Response Packet.pdf	Bidders Response Packet
Header	17036 GIS Renovation - Bid Documents (2017-9-29).pdf	GIS Plan Sheets

Header 17039 - Community Relations - Community Relations - Plan Sheets
Issue for Bid Documents
(2017-9-29) (3).pdf

Header Addendum No. 1.pdf Addendum 1

Bid Attachments Requested

The following attachments are requested with this opportunity

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Terms and Conditions	Accept terms and conditions - The City of Columbia Legal Terms and Conditions are located in the Sample Contract within the RFQ	_____ (Required)
2	Submittal Information	Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, BY ELECTRONIC BID PROCESS on the City of Columbia bidding website at www.como.gov/finance/vendors/bid-solicitations OR HARD PAPER COPY in a sealed envelope, delivered and date stamped at 701 E. Broadway, Purchasing/5th Floor, Columbia, MO 65201 until: 2:00 pm, CST, November 21, 2017 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications. No faxed or email bids will be accepted.	_____ (Required)
3	Bidding Information	Down load the "Final RFQ" from the attachment section of the bid site. Complete bidding information is included in the RFQ document.	_____ (Required)
4	Bid Bond Acknowledgment for GIS and Community Relations Renovation Projects	Each Bidder shall submit a bid bond, in an amount of not less than 5% of the total bid amount (including all possible alternates), to the Division of Purchasing, prior to the bid closing date and time. Acceptable forms of Bid Bonds: 1.) Traditional Hard Paper Copy of the bond on the City of Columbia bid bond form (attachment B) or a certified check, payable to the City of Columbia 2.) An Electronic Bid Bond, provided by Surety2000.com, (verified by an eleven-digit code which is generated by the Surety2000 system) and provided by the Contractor in his/her bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A+ or better as listed in the A.M. Best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the Bidder, to enter into contract within fifteen (15) days at the price bid, if accepted by the City. If submitting (by mail or delivery)a paper bid bond, type in Paper Bond in the box to the right. If Submitting an electronic bid bond, through Surety2000, type in the 11 digit verification provided by Surety2000 in the box to the right.	_____ (Required)
5	Material Plus for Small Interior Construction Term and Supply	Materials may be provided by the City of Columbia or Materials will be supplied at vendor's cost plus a percent (%). Indicate a percentage. Any applicable freight will be at vendors cost and not subject to markup Any material item coasting over \$100.00 will require a copy of vendors itemized invoice to the City.	_____ % (Required)

- 6 Background Check for Small Interior Construction Term and Supply Contractors/Sub-Contractors that will be servicing the Columbia Police Department will be required to pass a background check. _____ (Required)
- 7 Cooperative Contract for Small Interior Construction Term and Supply Would you be willing to offer the same pricing to members of the Mid-Missouri Public Purchasing Cooperative? (Not responding to this question will not impact the evaluation of this bid.) _____ (Optional)
- 8 Addendums Bidders shall note the changes outlined in Addendum No. 1 to the above Request for Quotation and incorporate these changes in their submittal. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically, by checking the box to the right of this field, if submitting their bid through this electronic bid system on line. _____ (Required)

Line Items

#	Qty	UOM	Description	Response
1	1	LS	Mobilization for Community Relations and GIS Renovation	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	
2	1,563	SF	GIS Renovation - 1,563 SF -- Flooring Protection - Plastic Barrier	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	
3	65	SF	GIS Renovation - 1,563 SF -- Misc Drywall Demolition	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	
4	70	SF	GIS Renovation - 1,563 SF -- Ceiling Demolition	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	
5	3	EA	GIS Renovation - 1,563 SF -- Casework/Misc wall attachment removal	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	
6	1,563	SF	GIS Renovation - 1,563 SF -- Flooring Cleaning - Post Construction	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	
7	50	LF	GIS Renovation - 1,563 SF -- Wall base installation	
			Manufacturer: _____ Manufacturer #: _____	\$ _____ (Optional) Unit Price
			Supplier Notes: _____	

8 385 SF GIS Renovation - 1,563 SF -- Gypsum Board Partition Walls
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

9 65 SF GIS Renovation - 1,563 SF -- Gypsum Board - Misc patching
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

10 70 SF GIS Renovation - 1,563 SF -- Acoustical Ceiling - Reinstallation
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

11 450 SF GIS Renovation - 1,563 SF -- Painting new walls and existing walls
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

12 2 EA GIS Renovation - 1,563 SF -- Painting of door frames and misc equip
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

13 1 LS GIS Renovation - 1,563 SF -- Wood/Metal Blocking for cabinets/equip
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

14 1 LS GIS Renovation - 1,563 SF -- Joint Sealant
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

- 15 1 EA GIS Renovation - 1,563 SF -- Door Hardware
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

- 16 1 EA GIS Renovation - 1,563 SF -- Solid Core Wood Door, HM Frame
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

- 17 1 EA GIS Renovation - 1,563 SF -- Corner Guard
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

- 18 1 LS GIS Renovation - 1,563 SF -- Mechanical Demo & Renovation
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

- 19 1 LS GIS Renovation - 1,563 SF -- Electrical Demo & Renovation
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

- 20 1,564 SF Community Relations Renovation 1,564 SF -- Flooring Protection - Plastic Barrier
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

- 21 200 SF Community Relations Renovation 1,564 SF -- Misc Drywall Demolition
 Manufacturer: _____ Manufacturer #: _____ \$ _____
 (Optional)
 Unit Price
- Supplier Notes: _____

22 100 SF Community Relations Renovation 1,564 SF -- Clerk Vault Drywall Demolition
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

23 451 SF Community Relations Renovation 1,564 SF -- Ceiling Demolition - includes vault
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

24 2 EA Community Relations Renovation 1,564 SF -- Doors and frames - removed
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

25 3 EA Community Relations Renovation 1,564 SF -- Casework/Misc wall attachment removal
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

26 1,564 SF Community Relations Renovation 1,564 SF -- Flooring Cleaning - Post Construction
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

27 340 SF Community Relations Renovation 1,564 SF -- New Flooring: Carpet Tile
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

28 150 LF Community Relations Renovation 1,564 SF -- Wall base installation
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

29 701 SF Community Relations Renovation 1,564 SF - - Gypsum Board Partition Walls
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

30 200 SF Community Relations Renovation 1,564 SF - - Gypsum Board - Misc patching
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

31 389 SF Community Relations Renovation 1,564 SF - - Acoustical Ceiling - Reinstallation
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

32 62 SF Community Relations Renovation 1,564 SF - - Acoustical Ceiling - new grid & tile
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

33 1,815 SF Community Relations Renovation 1,564 SF - - Painting new walls and existing walls
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

34 2 EA Community Relations Renovation 1,564 SF - - Painting of door frames and misc equip
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

35 1 LS Community Relations Renovation 1,564 SF - - Wood/Metal Blocking for cabinets/equip
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

36 20 LF Community Relations Renovation 1,564 SF -- Plastic Laminate countertop
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

37 1 LS Community Relations Renovation 1,564 SF -- Joint Sealant
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

38 2 EA Community Relations Renovation 1,564 SF -- Door Hardware
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

39 2 EA Community Relations Renovation 1,564 SF -- Solid Core Wood Door, HM Frame
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

40 5 EA Community Relations Renovation 1,564 SF -- Corner Guard
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

41 1 LS Community Relations Renovation 1,564 SF -- Plumb/Fire Protection Demo & Reno
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

42 1 LS Community Relations Renovation 1,564 SF -- Mechanical Demo & Renovation
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

43 1 LS Community Relations Renovation 1,564 SF -- Electrical Demo & Renovation
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

44 1 EA Community Relations Renovation 1,564 SF -- Clerk Vault - fire damper, fire caulking
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

45 100 SF Community Relations Renovation 1,564 SF -- Clerk Vault - Additional drywall, insulation
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

46 1 EA Community Relations Renovation 1,564 SF -- Clerk Vault - Door, Frame & Hardware
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

47 1 EA Community Relations Renovation 1,564 SF -- Electrical for sound masking
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

48 1 LS Community Relations Renovation 1,564 SF -- Sound Masking System: Lencore
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

49 1 Straight Small Interior Construction T & S -- General Foreman - if applicable
Time
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

50 1 Straight Time Small Interior Construction T & S --Crew Foreman - if applicable
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

51 1 Straight Time Small Interior Construction T & S --Operator
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

52 1 Straight Time Small Interior Construction T & S --Laborer - General
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

53 1 Straight Time Small Interior Construction T & S --Laborer - First Semi Skilled
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

54 1 Straight Time Small Interior Construction T & S --Carpenter
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

55 1 Straight Time Small Interior Construction T & S --Electrician (Inside Wireman)
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

56 1 Straight Time Small Interior Construction T & S --Linoleum Layer and Cutter (carpet also)
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

57 1 Straight Time Small Interior Construction T & S --Painter
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

58 1 Straight Time Small Interior Construction T & S --Plaster
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

59 1 Straight Time Small Interior Construction T & S --Plumber
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

60 1 Straight Time Small Interior Construction T & S --Tile Setter
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

61 1 Straight Time Small Interior Construction T & S --Tile Finisher
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

62 1 Straight Time Small Interior Construction T & S - -Asbestos Worker/ Insulator (the City of Columbia has a Asbestos Removal contract in place
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

63 1 Overtime Small Interior Construction T & S - -General Foreman - if applicable
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

64 1 Overtime Small Interior Construction T & S - -Crew Foreman - if applicable
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

65 1 Overtime Small Interior Construction T & S - -Operator
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

66 1 Overtime Small Interior Construction T & S - -Laborer - General
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

67 1 Overtime Small Interior Construction T & S - -Laborer - First Semi Skilled
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

68 1 Overtime Small Interior Construction T & S - -Carpenter
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

69 1 Overtime Small Interior Construction T & S --Electrician (Inside Wireman)
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

70 1 Overtime Small Interior Construction T & S --Linoleum Layer and Cutter (carpet also)
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

71 1 Overtime Small Interior Construction T & S --Painter
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

72 1 Overtime Small Interior Construction T & S --Plaster
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

73 1 Overtime Small Interior Construction T & S --Plumber
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

74 1 Overtime Small Interior Construction T & S --Tile Setter
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

75 1 Overtime Small Interior Construction T & S --Tile Finisher
Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

76 1 Overtime Small Interior Construction T & S --Asbestos Worker/ Insulator (the City of Columbia has a Asbestos Removal contract in place

Manufacturer: _____ Manufacturer #: _____ \$ _____
(Optional)
Unit Price

Supplier Notes: _____

BID BOND
(Bid Security)

KNOW ALL MEN BY THESE PRESENTS, that we, Professional Contractors & Engineers, Inc.
5900-C North Tower Drive, Columbia, MO 65202 as PRINCIPAL and Arch Insurance Company, Harborside 3,
210 Hudson Street, Ste. 300, Jersey City, NJ 07311-1107 as SURETY, are held and firmly bound unto the City of
Columbia, Missouri, ("City") in the sum of

Five Percent (5%) of Amount Bid _____ Dollars

(\$ 5%) ("Bid Security"), for the payment of which sum well and truly to
be made, we hereby jointly and severally bind ourselves, our heirs, executors,
successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has
submitted a bid dated November 21, , 2017, to enter into a contract in writing for the
Project No. RFQ11/2018; Community Relations Project;

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

IF Principal shall not withdraw the bid within the period specified therein after the
opening of bids, or, if no period be specified, within ninety (90) days after the bid
opening, or in the alternate,

IF said Bid shall be accepted and the Principal shall execute and deliver a contract
in the form of contract attached hereto, properly competed with all attachments and
requirements pertaining thereto, and shall furnish a bond for the faithful performance of
said contract, and for the payment of all persons performing labor or furnishing materials
in connection therewith, shall in all other respects perform the agreement created by the
acceptance of said Bid within twenty (20) days after such Contract Documents are
presented to Principal for signature, or in the alternate,


In the event of the withdrawal of the Bid within the period specified, or the failure
to enter into such contract within the time specified, then the Bid Security shall
immediately become due and payable and forfeited to the City as liquidated damages.
Principal and Surety agree that this is a fair and reasonable approximation of the actual
damages incurred by the City for the Principal's failure to honor its bid and that the
liquidated damages in this section are not penal in nature but rather the parties' attempt
to fairly quantify the actual damages incurred by the City for the Principal's refusal to
honor its bid.

The Surety, for value received, hereby stipulates and agrees that the obligations
of said Surety and its bond shall be in no way impaired or affected by the extension of
the time within which the City may accept such Bid; and said Surety does hereby waive
notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as or corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.

Professional Contractors & Engineers, Inc.

PRINCIPAL

By: 

(Signature)

Printed Name: Wade Horn

Title: Vice-President

Date: 11.21.17

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

Arch Insurance Company

SURETY

By: 

(Signature)

Printed Name: Linda L. Nutt

Title: Attorney-in-Fact

Date: November 21, 2017

Surety Phone No. 201-743-4000

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Linda L. Nutt

its true and lawful Attorney-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond

Principal: Professional Contractors & Engineers, Inc.

Obligee: City of Columbia

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of November, 2017.

Attested and Certified

Arch Insurance Company

Patrick K. Nails



David M. Finkelstein

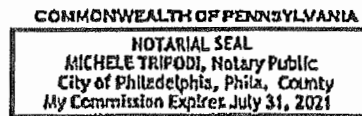
Patrick K. Nails, Secretary

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi

Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 21, 2017 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 21st day of November, 2017.

Patrick K. Nails

Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



STATEMENT OF BIDDER QUALIFICATIONS

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

1. Name of Bidder: Professional Contractors & Engineers, Inc.
2. Business Address: 5900-C North Tower Drive, Columbia, MO 65202
3. Date Organized: 3-8-89
4. Date Incorporated: 3-8-89
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: Corporation Federal Tax ID # 43-1508767
6. Number of years engaged in contracting business under present firm name: 28
7. If you have done business under a different name, please give that name and location:
B.D. Simon - Columbia, MO
8. Percent (%) of work done by own staff: 20 %
9. Have you ever failed to complete any work awarded to your company? No
If so, where and why? _____

10. Have you ever defaulted on a contract? No
If so, where and why? _____

11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.
See Attached

12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:
See Attached

PROFESSIONAL CONTRACTORS ENGINEERS

11/2/2017

Projects greater than \$1,000,000 completed in last 5 years:

<u>Project Description</u>	<u>Owner Name & Address</u>	<u>Architect</u>	<u>Contract Amount</u>	<u>Year Completed</u>
Wright City High School Athletic Fields	Wright City School District, Wright City MO	Bond Wolfe Architects, 200 S Bemiston Ave, St Louis MO	1,437,740	2012
Alive In Christ - Addition	Alive in Christ Lutheran Church, 201 S. Hampton, Columbia MO	Callies Architects, 15 N Gore, Ste 202, Webster Groves MO	1,664,863	2012
Father Tolton Catholic High School	Tolton Catholic H.S., 3351 Gans Rd, Columbia, MO 65201	Peckham & Wright, 15 S 10th St., Columbia MO	11,434,055	2012
MO State Capitol West Stairs	Office Admin, Div Design & Constr, State of MO, Jeff City, MO	Office Admin, Div Design & Constr, State of MO, Jeff City, MO	1,157,047	2012
Mexico YMCA Gym Addition/Renovation	Mexico Area Family YMCA, 1127 Adams St, Mexico, MO	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	3,891,905	2014
Logboat Brewing Co. - Microbrewery	Logboat Brewing Co. 504 Fay St. Columbia, MO 65201	Simon Associates, 13 S 6th St, Columbia, MO	1,421,448	2014
Marceline Family Health/Dental Buildings	Family Health Ctr of Boone Co, 1001 W Worley, Columbia, MO	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	1,930,501	2014
Hubbell Engineering Bldg Renovation	Hubbell Power Systems, 210 N Allen St, Centralia, MO	Simon Associates, 13 S 6th St, Columbia, MO	1,095,865	2014
William Woods-Sorority Circle Housing	Wm Woods Univ, One University Ave, Fulton, MO 65251	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	7,431,626	2015
OHM New Office	OHM Holdings, Columbia MO 65201	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	1,977,912	2015
Methodist Conference Center Addition	MO United Methodist Conference, 3601 Amron Ct., Columbia MO	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	1,585,030	2015
Laura Miller Help Center-Food Bank	The Help Center, Inc, 716 E Breckenridge St, Mexico MO	Columbia Associates, 210 Park Ave, Columbia MO	1,246,994	2015
Arthur Health Center	E. Central MO Behavioral Health, 505 Muldrow, Mexico MO	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	5,203,800	2015
HOPE Residential Treatment Center	E. Central MO Behavioral Health, 505 Muldrow, Mexico MO	Simon Oswald Architecture, 2801 Woodard Dr, Columbia MO	1,920,000	2015
Gerbes Fuel Center - W. Broadway	Dillons Stores, 2700 E. 4th St., Hutchison KS 67501	Professional Engineering Consultants, 303 S. Topeka, Wichita, KS	1,005,590	2015
Orsheim Testing Lab	Orsheim Products, Washington St., Moberly, MO	Outline Associates, Moberly	1,708,000	2016
Kappa Alpha Theta Addition & Renov	Alpha Mu Assoc of KAT	Connell Architecture	1,560,000	2017

Professional Contractors & Engineers, Inc.
 Contracts on Hand

Project Description	Owner Name & Address	Architect Name & Address	Cost	% Comp
Presser Addition & Renovation	Presser Performing Arts Mexico, MO	Scroggs Architecture	3,151,514	100%
Concord Baptist Church Entrance	Concord Baptist Church Jefferson City, MO	PWA	1,400,000	99%
Walnut Professional Bldg. Columbia, MO	East 280 LLC	Simon Oswald Architecture	6,990,000	30%
Danuser Office Building Fulton, MO	Danuser Machine	Simon Oswald Architecture	2,539,576	95%
Lourdes School Addition Bernadette Dr, Columbia, MO	Our Lady of Lourdes School Parish	Simon Oswald	in design	0%
MSHSAA Mechanical Upgrades Design Build	MSHSAA		468,967	10%
Columbia Police Dept Bldg Renov	City of Columbia	Simon Oswald Architecture	640,485	20%
Patient Care Tower 1st Flr MRI Unit	University of Missouri Healthcare	OWH	1,099,000	30%
Parking Lot Expansion Columbia, MO	Shelter Insurance	Engineering Survey & Services	1,520,198	60%
		Total	17,809,740	

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Professional Contractors & Engineers, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5900C N Tower Drive

6 City, state, and ZIP code
Columbia, MO 65202

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

4	3	-	1	5	0	8	7	6	7
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶ **04-25-17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/ir9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

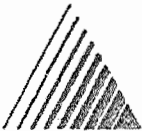
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

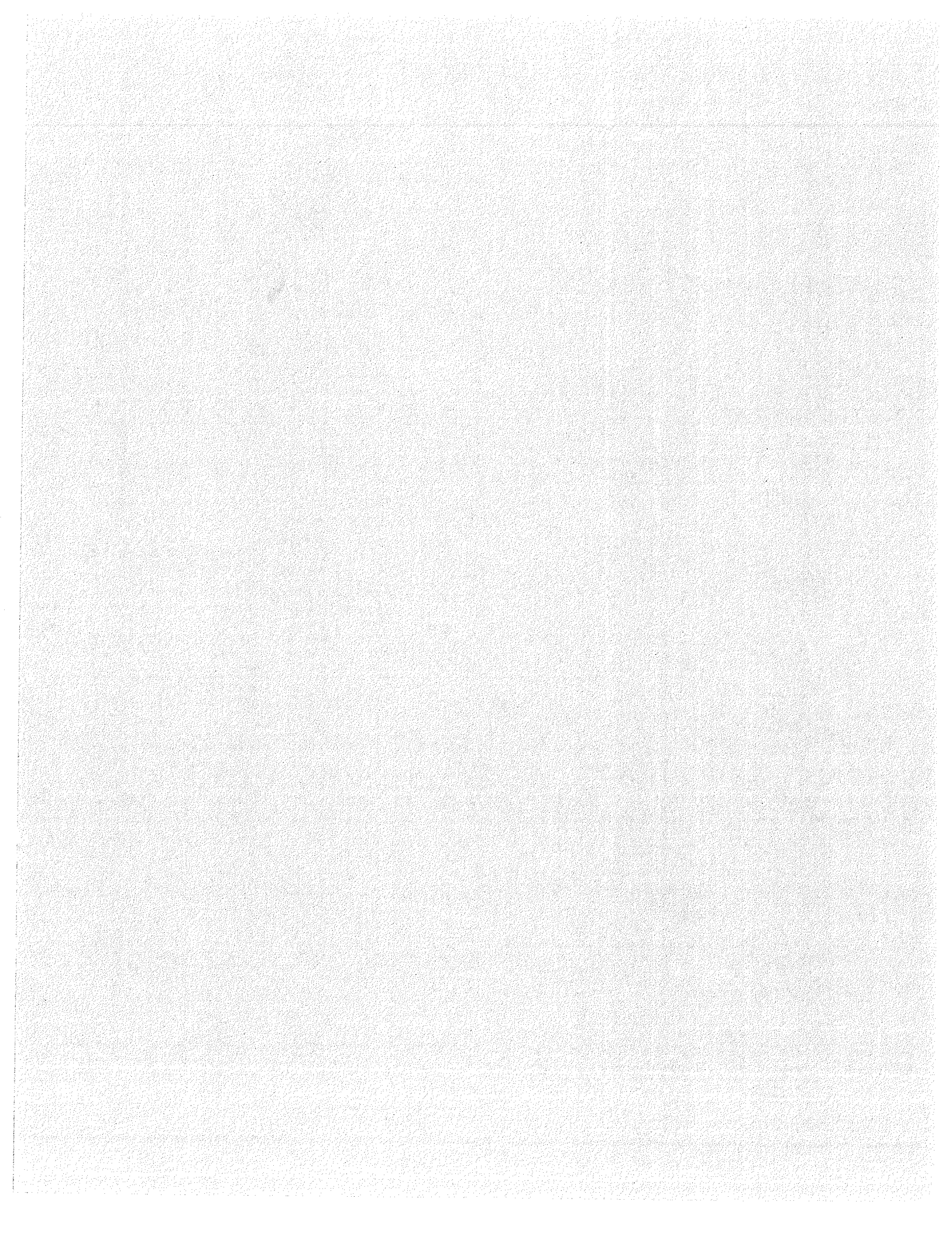
- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

11-11-11
ER. 1.57 *DN*


PCE Professional Contractors
& Engineers Incorporated
5900-C North Tower Drive ▲ Columbia, MO 65202

City of Columbia - Purchasing Dept.
701 E. Broadway - 5th Floor
Columbia, MO

BID: Community Relations Renovation
GIS Renovation Small Inter Const.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 8th day of March 20 18

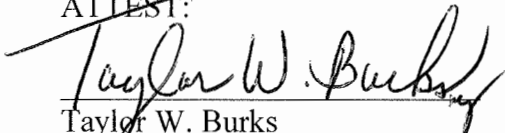
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 02-08FEB18 – Street Rehab, 2018 Lake of the Woods Subdivision to Christensen Construction Company of Columbia, MO.

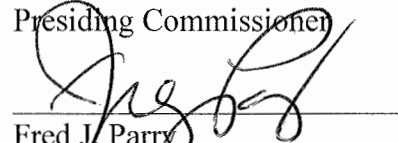
Terms of the bid award are stipulated in the attached Contract Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Agreement.

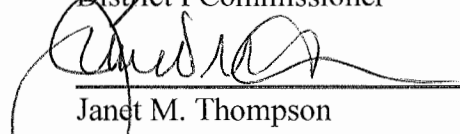
Done this 8th day of March, 2018

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

Boone County Purchasing

Robert Wilson
Buyer



613 E. Ash Street, Room 113
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Robert Wilson
DATE: February 26, 2018
RE: 02-08FEB18- Street Rehab - 2018 Lake of the Woods Subdivision

02-08FEB18 - Street Rehab – 2018 Lake of the Woods Subdivision opened on February 8, 2018. Five (5) bids were received.

Resource Management recommends award by low bid to Christensen Construction Company of Columbia, Missouri.

Cost of the contract is \$643,964.69. There will be a 10% contingency of \$64,396.47 added for a Purchase Order total of \$708,361.16 which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs. The engineer's estimate was \$854,906.25

att: Bid Tab

cc: Micah Taylor, Resource Management
Bid File

CONTRACT AGREEMENT

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

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

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

Project Name: Street Rehab - 2018 Lake of The Woods Subdivision

Project No.: 02-08FEB18

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

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

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

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

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

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

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

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

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

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The Contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

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

118-2018

hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of: \$643,964.69

Six Hundred Forty-Three Thousand, Nine Hundred Sixty-Four Dollars and Sixty-Nine Cents

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
3-8-18 at Columbia, Missouri.
(Date)

ATTEST:

Taylor W. Burks
County Clerk

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill
Daniel K. Atwill, Presiding Commissioner

CONTRACTOR:

CHRISTOPHERSON CONSTRUCTION COMPANY

By:

[Signature]
Authorized Representative (Signature)

ATTEST:

Angela B. Hines
Secretary

By:

KENNY KNIPP
Authorized Representative (Print or Type Name)

Title:

BUSINESS MANAGER

Approved as to Legal Form:

[Signature]
County Counselor

Certification

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

June E. Pitchford
Auditor by [Signature]

2/27/18
Date

2041 / 71202 - \$643,964.69
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. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

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 bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **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.
20. **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.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
02/26/2018

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

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

PRODUCER Naught-Naught/Columbia 3928 S Providence Columbia, MO 65203 Ruth Stone/Eric Kaup	CONTACT NAME: Ruth Stone/Eric Kaup PHONE (A/C, No, Ext): 573-874-3102 FAX (A/C, No): 866-779-8102 E-MAIL ADDRESS: clcertificate@naught-naught.com
INSURED Christensen Construction Co. Christensen Bros Asphalt LLC P.O. Box 159 Kingdom City, MO 65262	INSURER(S) AFFORDING COVERAGE INSURER A : The Travelers Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt WOS <input checked="" type="checkbox"/> Blnkt Addl Insrds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	5F666700 CO	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5F666700 BA	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	X	X	1J585471 CUP	03/01/2017	03/01/2018	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N		N/A	5F666700 UB	03/01/2017	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

County of Boone, MO is additional insured with respect to General Liability and Umbrella policy. Waiver of Subrogation where applicable by law.

CERTIFICATE HOLDER
CANCELLATION

COUNTY1 County of Boone, Missouri c/o Purchasing Dept 613 E. Ash St. Columbia, MO 65201	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Christensen Construction Company.

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

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

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of Six Hundred Forty-Three Thousand, Nine Hundred Sixty-Four Dollars and Sixty-Nine Cents Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated February 21, 2018 entered into a Contract with Owner for:

Project Name: Street Rehab - 2018 Lake of the Woods Subdivision - Term & Supply

Project No.: #02-08FEB18

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Naught-Naught Agency, Columbia, MO on this 21st day of February, 2018.

Christensen Construction Company.
(Contractor)

(SEAL)

BY: *Kenny Knipp*
Kenny Knipp - Business Manager
Employers Mutual Casualty Company
(Surety Company)

(SEAL)

BY: *Teresa Stephenson*
(Attorney-in-Fact)
Teresa Stephenson

BY: *Connie Lane*
(Missouri Representative)

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

Surety Contact Name: Kevin McCarty
Phone Number: 913-523-7103
Address: 7300 W. 110th St. Suite 300
Overland Park, KS 66210

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Christensen Construction Company

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

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

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

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

Six Hundred Forty-Three Thousand, Nine Hundred Sixty-Four Dollars and Sixty-Nine Cents Dollars,

(\$ 643,964.69), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated February 21, 2018 entered into a Contract with Owner for:

Project Name: Street Rehab - 2018 Lake of the Woods Subdivision - Term & Supply

Project No.: 02-08FEB18

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

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

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

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

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

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

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

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

Columbia, MO, on this 21st day of February, 2018.

CONTRACTOR: Christensen Construction Company (Seal)

BY: [Signature]
KERRY KNAPP - BUSINESS MANAGER
SURETY COMPANY Employers Mutual Casualty Company

BY: [Signature]
Teresa Stephenson (Attorney-in-Fact)

BY: [Signature]
(Missouri Representative)

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

Surety Contact Name: Kevin McCarty Phone Number: 913-523-7103
Address: 7300 W. 110th St., Suite 300
Overland Park, KS 66210

LABOR AND MATERIAL
PAYMENT BOND



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, TAMMY WICKHAM, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

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

ANY AND ALL BONDS

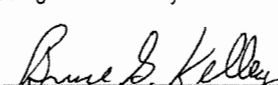
and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.


AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of MARCH, 2017.

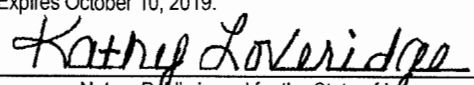

 Bruce G. Kelley, Chairman
 of Companies 2, 3, 4, 5 & 6; President
 of Company 1; Vice Chairman and
 CEO of Company 7


 Todd Strother
 Vice President

Seals

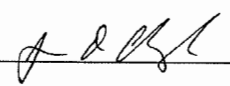


On this 19th day of MARCH AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies. My Commission Expires October 10, 2019.


 Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MARCH 19, 2017 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, TAMMY WICKHAM, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

are true and correct and are still in full force and effect. In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 21st day of February, 2018.  Vice President

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: STREET REHAB - 2018 LAKE OF THE WOODS SUBDIVISION

Project No.: BID NUMBER 02-08 FEB 18

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: CHRISTENSEN CONSTRUCTION COMPANY

By: 
(Signature)

KENNY KVIAP
(Print or Type Name)

Title: BUSINESS MANAGER

Address: PO BOX 159

City, State, Zip: KINGDOM CITY, MO 65262

Phone: 573-814-3308

Fax: 573-814-0403

Email Address: KENNY@CHRISTENSENASPHALT.COM

Date: FEBRUARY 8, 2018

BID FORM
STREET REHAB 2018-LAKE OF THE WOODS SUBDIVISION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$16,500.00	\$16,500.00
TRAFFIC CONTROL/PHASING	1	LS	\$2,500.00	\$2,500.00
EROSION CONTROL	1	LS	\$1,000.00	\$1,000.00
MATERIAL TESTING	1	LS	\$1,500.00	\$1,500.00
PROTECTION OF ADJACENT FACILITIES	380	SY	\$3.00	\$1,140.00
TREE REMOVAL	1	LS	\$2,500.00	\$2,500.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	1	LS	\$1,750.00	\$1,750.00
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	9228	SY	\$6.08	\$56,106.24
8'x5.5' MODIFIED TYPE M INLET	1	EA	\$5,500.00	\$5,500.00
4'x4' STORMWATER JUNCTION BOX	1	EA	\$4,350.00	\$4,350.00
18" DIA. HP STORM PIPE	192	LF	\$40.00	\$7,680.00
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	566	SY	\$129.00	\$73,014.00
INLET THROAT, REMOVE & REPLACE	2	EA	\$2,000.00	\$4,000.00
CONCRETE DRIVEWAY, REMOVE & REPLACE	52	SY	\$130.00	\$6,760.00
EXCAVATION	2556	CY	\$22.00	\$56,232.00
HIGH STRENGTH WOVEN GEOTEXTILE	9237	SY	\$4.25	\$39,255.25
1 1/2" MINUS AGGREGATE BASE, 10" THICK	9237	SY	\$10.15	\$93,755.55
BITUMINOUS BASE COURSE, 6 1/2" THICK	3311	TON	\$61.65	\$204,123.15
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	18817	SY	\$0.50	\$9,408.50
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	764	TON	\$67.00	\$51,188.00
CRACK SEALING	700	LF	\$1.00	\$700.00
RESTORATION	1	LS	\$5,000.00	\$5,000.00
Bid Total				\$643,964.69

Optional Asphalt Cement Price Index (Circle One)

Accept

Do Not Accept

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
1/29/18	1

COMPANY NAME: CHRISTENSEN CONSTRUCTION COMPANY
ADDRESS: PO BOX 159
CITY, STATE, ZIP: KINGDOM CITY, MO 65262
PHONE NUMBER: 573-814-3308
EMAIL ADDRESS: OFFICE@CHRISTENSENASPHALT.COM
AUTHORIZED REPRESENTATIVE: KENNY KNIPP
TITLE: BUSINESS MANAGER
SIGNATURE: K Knipp

Prompt Payment Terms: PAYMENT DUE 30 DAYS NO DISCOUNT.

Will you accept automated clearinghouse (ACH) for payment of invoices? PREFER PAYMENT BY CHECK

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

ATC TESTING - TESTING
RAITHOL BROTHERS - CONCRETE
ALLIED SAWING - CONCRETE SAWING

(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.

Kerry Kripp Business Manager
Name and Title of Authorized Representative

Kerry Kripp 2/8/18
Signature Date

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

County of Callaway)
State of Missouri)ss
)

My name is Kenny Knipp - Business Manager

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

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

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

Kenny Knipp 2/7/18
Affiant Date
Kenny Knipp
Printed Name

Subscribed and sworn to before me this 7 day of February 2018
Angela G. Hines
Notary Public

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223

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

An Affirmative Action/Equal Opportunity Institution

Company ID Number: 178111

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Christensen Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 178111

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Christensen Construction Co.

Angie Hines

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

* Attach additional sheets as necessary *

February 7, 2018

Sheet A

MAJOR PROJECTS COMPLETED

New Columbia East Elementary School
K&S Associates – Dewayne Holloway 314-647-3535
\$465,540.00 Contract Amount
100% Complete
December 2018 Completion Date

Boone County 2017 Mill and Overlay
Dan Haid – Boone County Resource Management – 886-4339
\$1,020,692.00 Contract Amount
100% Complete
Fall 2017 Completion Date

City of Ashland 2017 Street Project
Coby Morris 657-2568
\$209,834.00 Contract Amount
100% Complete
Fall 2017 Completion Date

Mexico Schools Additions and Renovations
J E Dunn Construction
Chris Orellana 816-426-8177
\$183,500.00 Contract Amount
100% Complete
August 2017 Completion Date

UMC Summer Paving 2017 Project
Kevin Johnson 573-882-9337
\$508,991.00 Contract Amount
100% Complete
Summer 2017 Completion Date

City of Mexico 2017 Asphalt Program
Drew Williford – City of Mexico 573-581-2100
\$127,866.00 Contract Amount
100% Complete
Spring 2017 Completion Date

Boone County St Charles Road Project
Dan Haid – Boone County Resource Management 573-886-4339
\$242,776.00 Contract Amount
100% Complete
Summer 2017 Completion Date

City of Fulton – 2016 Asphalt Overlay
Steve Gohring 573-592-3111
\$450,000.00 Contract Amount
100% Complete
November 2016 Completion Date

UMC Summer Paving 2016 Project
Kevin Johnson 573-882-9337
\$758,149 Contract Amount
100% Complete
August 2016 Completion Date

February 7, 2018

Sheet B

Major Projects In Progress

New Fulton State Hospital

River City Construction – Warren Moody 573-657-7380

\$657,000.00 Contract Amount

20% Complete

Fall 2018 Completion Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNIPP, being first duly sworn, deposes and

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

of CHRISTENSEN CONSTRUCTION COMPANY
(Name of Bidder)

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

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

By [Signature]

By _____

By _____

Sworn to before me this 7 day of February, 2018

Angela J. Hines
Notary Public

My Commission Expires 11-23-21

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ 675,000.00)

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

PO Box 159, Kingdom City, Missouri 65262

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

_____, as Surety, are held and firmly bound unto the

Boone County, 613 East Ash Street, Columbia, Missouri 65201

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for: Bid Number 02-08Feb18, Street Rehab - 2018 Lake of the Woods Subdivision

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

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

Signed, Sealed and Dated this 31st day of January, 20 18

Christensen Construction Co. Principal

By: [Signature] - Business Mgr

Employers Mutual Casualty Company Surety

By: [Signature] Attorney-in-Fact
Teresa Stephenson



CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, TAMMY WICKHAM, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

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

ANY AND ALL BONDS

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

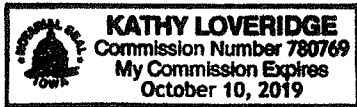
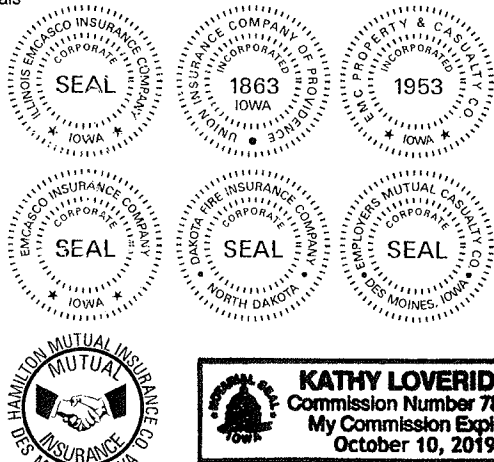
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of MARCH, 2017.

Seals



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

Todd Strother
Todd Strother
Vice President

On this 19th day of MARCH AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MARCH 19, 2017 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, TAMMY WICKHAM, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of JANUARY, 2018.

J D Clough
Vice President

SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership LLC
 corporation, incorporated under laws of the state of MISSOURI
 other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of business in Missouri

CHRISTENSEN CONSTRUCTION COMPANY
(If a corporation - show its name above)

Address of principal place of business in Missouri

PO Box 159 KINGDOM CITY, MO 65262

ATTEST:

Kenny Knipp - BUSINESS MANAGER Dated 2/7, 2018
(Signature)

KENNY KNIPP - BUSINESS MANAGER
(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of CALLAWAY

On this 7 day of FEBRUARY, 20 18

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

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

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

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

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

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

(SEAL) Angela G. Hines Notary Public

My Commission expires 11-23, 20 21.

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223




BOONE COUNTY, MISSOURI
**Request for Bid #: 02-08FEB18-Street Rehab-2018 Lake of
the Woods Subdivision**

ADDENDUM #1 - Issued January 29, 2018

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

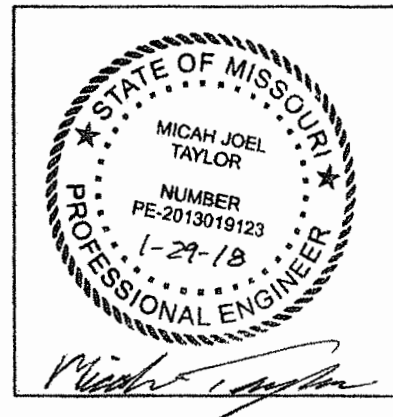
Specifications and Plans for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect:

1. Special Provision 122 states the Contractor has the option to be bound by the Asphalt Cement Price Index and shall execute the acceptance statement on the Bid Form. The original Bid Form does not include the acceptance statement. A revised Bid Form has been attached to this addendum with the appropriate acceptance statement. The revised Bid Form shall be used when submitting your final bid.

By: 
Robert Wilson, Buyer
Boone County Purchasing

Approved: Micah Taylor
Professional Engineer
MO Lic. # PE-2013019123

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 02-08FEB18-Street Rehab 2018 Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

Company Name: CHRISTENSEN CONSTRUCTION COMPANY

Address: PO Box 159

KINGDOM CITY, MO 65262

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

Authorized Representative Signature: [Signature] Date: 2/7/18

Authorized Representative Printed Name: Kenny Knipp - Business Mgr



BOONE COUNTY, MISSOURI
**Request for Bid #: 02-08FEB18-Street Rehab-2018 Lake of
the Woods Subdivision**

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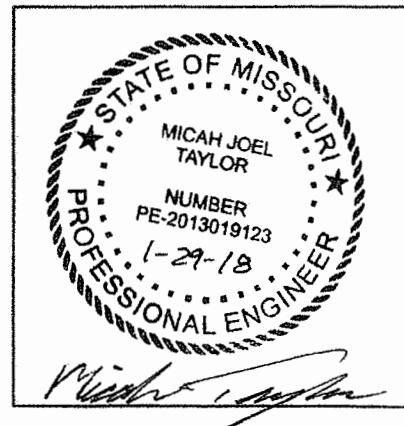
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By: _____

Robert Wilson, Buyer
Boone County Purchasing

Approved: Micah Taylor
Professional Engineer
MO Lic. # PE-2013019123

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 02-08FEB18-Street Rehab 2018 Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

BID FORM
STREET REHAB 2018-LAKE OF THE WOODS SUBDIVISION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL/PHASING	1	LS	\$	\$
EROSION CONTROL	1	LS	\$	\$
MATERIAL TESTING	1	LS	\$	\$
PROTECTION OF ADJACENT FACILITIES	380	SY	\$	\$
TREE REMOVAL	1	LS	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	1	LS	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	9228	SY	\$	\$
8'x5.5' MODIFIED TYPE M INLET	1	EA	\$	\$
4'x4' STORMWATER JUNCTION BOX	1	EA	\$	\$
18" DIA. HP STORM PIPE	192	LF	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	566	SY	\$	\$
INLET THROAT, REMOVE & REPLACE	2	EA	\$	\$
CONCRETE DRIVEWAY, REMOVE & REPLACE	52	SY	\$	\$
EXCAVATION	2556	CY	\$	\$
HIGH STRENGTH WOVEN GEOTEXTILE	9237	SY	\$	\$
1 1/2" MINUS AGGREGATE BASE, 10" THICK	9237	SY	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	3311	TON	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	18817	SY	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	764	TON	\$	\$
CRACK SEALING	700	LF	\$	\$
RESTORATION	1	LS	\$	\$
Bid Total				\$

Optional Asphalt Cement Price Index (Circle One)

Accept

Do Not Accept

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

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

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

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			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction/Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
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

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

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

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).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

b - All work over \$7 Mil. Total Mech. Contract - \$38.00, Fringes - \$26.93

All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**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.

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

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.

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.

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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 \$27.76 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 \$1.37 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 or 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 preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

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

**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	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction)\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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 \$16.25 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 \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 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.



533081S1002

**STREET REHAB-2018
LAKE OF THE WOODS SUBDIVISION**

Project Number: NA

Bid Number: 02-08FEB18

CONSTRUCTION BID REQUEST

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

BOONE COUNTY COMMISSION

Daniel K. Atwill, Presiding Commissioner
Fred J. Parry, District I Commissioner
Janet Thompson, District II Commissioner

ENGINEER OF RECORD

BOONE COUNTY RESOURCE MANAGEMENT

Stan Shawver, Director
Jeff McCann, P.E., Chief Engineer

***PROJECT MANAGER**

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



Micah J. Taylor
Professional Engineer
MO Lic. # FE-2013019123

BOONE COUNTY PURCHASING

Robert Wilson, Buyer
613 East Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390
E-mail: rwilson@boonecountymo.org

Boone County Resource Mgmt.
MO Engineering Corp. # NA
801 E. Walnut, Room 315
Columbia, MO 65201-4480
Phone: 573-886-4480
Fax: 573-886-4340

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

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

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NOTICE TO BIDDERS

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

Project Name:

STREET REHAB-2018
LAKE OF THE WOODS SUBDIVISION

Project Number:

NA

Bid Number:

02-08FEB18

Scope of Project Construction:

Rehab existing concrete streets (Yosemite Ave., Glacier Dr., Crater Lake Dr., & Rocky Mountain Ave.) by removing and replacing section of rollback curb and gutter, removing existing pavement, remove and prepare subgrade, install geotextile, install aggregate base, and install full depth asphalt pavement. Additional work includes, traffic control, erosion control, crack sealing, and restoration.

Pre-Bid Conference:

An **optional** pre-bid conference has been scheduled for **Tuesday, January 16, 2018 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by **3:00 p.m. on Monday, January 29, 2018. Technical questions should be directed to the Project Manager.**

Bids Accepted Until:

Sealed bids will be accepted until **12:45 p.m. on Thursday, February 8, 2018** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

Bids Opened After:

Bids will be publicly opened after **1:30 p.m. on Thursday, February 8, 2018** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time:

50 Working Days

Liquidated Damages:

\$500.00 per Working Day

Anticipated Notice To Proceed Date:

Anticipated Notice To Proceed will be agreed to by the Contractor & the County, with the stipulation the project be completed by October 29, 2018. The actual notice to proceed date is generally established at the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

None Required

Plans and Specifications Available From:

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$40.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

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

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

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

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

REFERENCE DOCUMENT DEFINITIONS

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

**Boone County Roadway
Regulations Chapter II:**

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

**MoDOT Standard
Specifications:**

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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BID FORM
STREET REHAB 2018-LAKE OF THE WOODS SUBDIVISION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$	\$
TRAFFIC CONTROL/PHASING	1	LS	\$	\$
EROSION CONTROL	1	LS	\$	\$
MATERIAL TESTING	1	LS	\$	\$
PROTECTION OF ADJACENT FACILITIES	380	SY	\$	\$
TREE REMOVAL	1	LS	\$	\$
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	1	LS	\$	\$
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	9228	SY	\$	\$
8'x5.5' MODIFIED TYPE M INLET	1	EA	\$	\$
4'x4' STORMWATER JUNCTION BOX	1	EA	\$	\$
18" DIA. HP STORM PIPE	192	LF	\$	\$
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	566	SY	\$	\$
INLET THROAT, REMOVE & REPLACE	2	EA	\$	\$
CONCRETE DRIVEWAY, REMOVE & REPLACE	52	SY	\$	\$
EXCAVATION	2556	CY	\$	\$
HIGH STRENGTH WOVEN GEOTEXTILE	9237	SY	\$	\$
1 1/2" MINUS AGGREGATE BASE, 10" THICK	9237	SY	\$	\$
BITUMINOUS BASE COURSE, 6 1/2" THICK	3311	TON	\$	\$
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	18817	SY	\$	\$
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	764	TON	\$	\$
CRACK SEALING	700	LF	\$	\$
RESTORATION	1	LS	\$	\$
Bid Total				\$

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

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

DATE

ADDENDUM NUMBER

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

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

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

INSTRUCTIONS TO BIDDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: _____

By: _____
(Signature)

(Print or Type Name)

Title: _____

Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Email Address: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

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

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

() sole individual () partnership () LLC
() corporation, incorporated under laws of the state of _____
() other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20__.

(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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INSURANCE REQUIREMENTS

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.

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.

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.

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 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.

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, 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.

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

CONTRACT CONDITIONS

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

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

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

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

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

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

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

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

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

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

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
 - a. The date of delivery of materials or construction services purchased;
 - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
 - c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;

- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
 - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
 - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SALES/USE TAX EXEMPTION

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

WARRANTY AND GUARANTEE

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

Correction or Removal of Defective Work

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

One Year Correction Period

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

Maintenance Requirements

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

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

SUBCONTRACTORS, SUPPLIERS AND OTHERS

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

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

SAMPLE CONTRACT AGREEMENT

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The Contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

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

hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The Owner agrees to pay the Contractor in the amount of

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

DATE OF AGREEMENT:

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

(Date)

ATTEST:

OWNER:
BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill, Presiding Commissioner

Taylor W. Burks, County Clerk

CONTRACTOR:

By:

Authorized Representative (Signature)

ATTEST:

By:

Authorized Representative (Print or Type Name)

Title:

Secretary

Approved as to Legal Form:

County Counselor

Certification

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

Auditor

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

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

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

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

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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

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

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

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

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

_____, on this _____ day of _____, 20 _____

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____

Address: _____

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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

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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_____

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GENERAL SPECIFICATIONS

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

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

SECTION 1. - DEFINITIONS

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

- A. Owner:** Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.
- B. Commission:** Shall mean the Boone County Commission.
- C. Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

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

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

SECTION 5 - CONTROL OF WORK

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

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

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

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

SECTION 6 - CONTROL OF MATERIAL

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

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

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

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

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

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

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

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

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

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

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

9.13. Release of Retained Percentages:

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

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

- b. Written consent of the surety to such payment;
- c. Any other documents which may be required by the contract or the Engineer.

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

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

SECTION 10 - MATERIAL AND WORKMANSHIP

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

SECTION 11 - STATE WAGE RATE REQUIREMENTS

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

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

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

11.4. The County will spot-audit payrolls consistent with its obligations under state law, and Contractor shall promptly address any issues and/or provide additional information upon request by County to ensure compliance with the Prevailing Wage Law.

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

a. In the Owner's office:

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

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

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

SECTION 12 - SPECIFICATIONS AND PLANS

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

SECTION 13 - PROTECTION OF WORK

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

SECTION 14 - OVERHEAD LINE PROTECTION

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

The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is 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.

SECTION 15 - OSHA Program Requirements

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

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

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

SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION

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

SECTION 17 - INTERFERENCE

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

SECTION 18 - METHOD OF PAYMENT

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

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TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications**, **Technical Specifications** and **Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

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SECTION 01010 – SUMMARY OF WORK

PART 1 – GENERAL

1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.

- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

1.5 MEASUREMENT AND PAYMENT

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01320 – SUBMITTALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
 1. The Contractor shall coordinate all activities on the project;
 2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
 3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

1.4 PROPOSED PRODUCT LIST

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 SHOP PLANS

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

1.6 PRODUCT DATA

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

1.7 MANUFACTURER'S INSTRUCTIONS

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

1.8 MANUFACTURER'S CERTIFICATIONS

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

1.9 SUBMITTAL

- A. The followings items shall require submittals:
 - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
 - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
 - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
 - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
 - 5. Section 2330 – Aggregate: Certification;
 - 6. Section 02370-Graded Rip Rap: Certification;
 - 7. Section 02630-Pipe Material: Certification;
 - 8. Section 02739-Prime/Tack Coats: Certification;
 - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
 - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
 - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
 - 2. Reporting any non-compliance findings to the site manager.
 - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
 - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
 - 2. Posting manufacturer's recommended methods for spill cleanup.
 - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01450 – QUALITY CONTROL AND TESTING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100 of the Boone County Roadway Regulations Chapter II.**

1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

END OF SECTION

SECTION 01550 – TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
 - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
 - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

PART 3 – EXECUTION

3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION

SECTION 01570 – EROSION CONTROL

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
 - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
 - 2. Erosion Control Blankets paid per installed Square Yard, based on 6.5' width
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

PART 2 – PRODUCTS

2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

2.3 TEMPORARY DITCH CHECKS

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

2.4 SEDIMENT BASINS

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

2.5 TEMPORARY SILT FENCE

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

2.6 TEMPORARY PIPE

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

2.7 TEMPORARY SEEDING AND MULCHING

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

2.8 EROSION CONTROL BLANKETS

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

PART 3 – EXECUTION

3.1 TEMPORARY BERMS

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

3.2 TEMPORARY SLOPE DRAINS

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

3.3 TEMPORARY DITCH CHECKS

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

3.4 SEDIMENT BASINS

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

3.5 TEMPORARY SILT FENCE

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

3.6 TEMPORARY PIPE

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

3.7 TEMPORARY SEEDING AND MULCHING

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

3.8 EROSION CONTROL BLANKET INSTALLATION

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

END OF SECTION

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed. The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

PART 3 – EXECUTION

3.1 SEEDBED PREPARATION AND TOPSOIL

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

3.2 LIME

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

3.3 FERTILIZER

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed $\frac{1}{4}$ to $\frac{1}{2}$ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type I Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
 - 1. If the County agrees the entire work is complete, Contract Time will stop.
 - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 – REMOVALS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 – EXCAVATION AND EMBANKMENT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. *All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.*
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a **Mirafi 600X**, **Geotex 315ST**, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. ***Aluminized corrugated metal pipes are allowed.***
 - 2. ***All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.***
 - 3. ***Driveway pipes may be zinc coated, aluminized or polymeric coated.***
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210 of the Boone County Roadway Regulations Chapter II.**
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

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

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.
- B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.
- C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02770 – CONCRETE CURB AND GUTTER

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02773 – CONCRETE DRIVEWAY

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02775 – CONCRETE SIDEWALK

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

PART 2 – PRODUCTS

2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

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SPECIAL PROVISIONS

General

1. All construction shall conform to the current edition of Chapter II of the Road, Bridge, and Right of Way Regulations of Boone County, Missouri.
2. Construction activities associated with this project shall comply with current OSHA regulations and required safety measures
3. Any lot lines, building setback lines and easement lines are shown for general information purposes only. Refer to the recorded plats for detailed dimensions and information.
4. Contractor shall maintain all construction operations within public easements and rights-of-way. Any agreements with property owners shall be in writing, a copy of which shall be delivered to a Boone County representative.
5. Contractor shall protect permanent survey monuments. Survey monuments removed or damaged during construction shall be restored at the Contractor's expense by a licensed surveyor registered in the State of Missouri.
6. Contractor shall keep a clean and orderly work site. Trash including, but not limited to, aluminum cans, plastic bottles, food wrappers, & odd pieces of construction material shall be collected daily and disposed of properly offsite. Trash shall not be thrown into excavated areas of the project and buried at any time.
7. Construction Plans for this project were created using two different sources of information. Plan sheets which cover large areas are based on information from the County's GIS database. Improvement in these areas shall be constructed per existing elevations. Areas of the project which include regrading or readjustment of existing elevations are handled with the Detail Sheets. These sheets are based on field survey data. Contractor shall use the appropriate sheets during construction. Any questions regarding the Plans shall be directed to the Engineer.

Utility Coordination

8. Any utilities shown in the plans approximately reflect a visual inspection of the site, and are for information purposes only.
9. The Contractor shall be responsible for making utility locate requests prior to construction.
10. The County has coordinated with all utility companies for this project. Best to the knowledge of the County and the utility providers, all utility road crossings should currently or will be a minimum of 24" deep from existing surface grade by the time construction begins.
11. If a utility conflict does arise during construction, the Contractor shall be responsible for alerting the utility provider and coordinating with them to resolve the conflict. Contact information for the utilities can be found on the Plans Cover Sheet.

Project Timing

12. The contract time for this project is **50 Working Days**. The Contractor will be allowed to establish the construction start date at his discretion, with the stipulation that the project will be completed by October 29, 2018. All working days past October 29 or over the 50 working days of the contract will incur liquidated damages at the rate set forth in the contract.
13. The Contractor shall coordinate with the County to set up a date for a Pre-Construction meeting. The meeting shall be held a minimum of 10 business days prior to the anticipated start date of construction. Ample time is needed to issue press releases and postcards to homeowners. Notice to Proceed will be issued at the Pre-Construction meeting as long as all requirements for approvals are met.
14. The County strongly advises the project to be constructed during the traditionally dry summer months of July, August, & September. The chances of frequent rain delays and weaker subgrade due to excess moisture are believed to be reduced during these months.

Project Phasing/Traffic Control

15. The Contractor shall be responsible for creating a project Traffic Control & Phasing Plan. This plan should be submitted to the County prior to or during the Pre-Construction Meeting. A notice to proceed will not be issued until such a plan has been approved by the County.
16. To protect the asphalt streets constructed in 2017, the County would like to strongly discourage heavy construction traffic on the existing asphalt sections of Shenandoah Dr., Shiloh Ave., Rocky Mountain Ave., and Sequoia St.
17. The Phasing Plan shall accurately reflect achievable project goals given time and Contractor's means and abilities. Contractor shall refrain from overextension which may cause unnecessary future delays. Examples may include, but are not limited to, exposing too much subgrade to a weather event prior to subgrade compaction and aggregate base installation as per Plans. Such an example could create soft subgrade, needing additional work to create a stable platform. Additional cost and time for such work will be viewed as a result of poor planning and will be the responsibility of the Contractor.
18. The Contractor is responsible for all Traffic Control during construction. The current edition of the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) shall be followed for temporary traffic control operations and devices.
19. In the Traffic Control Plan the Contractor shall indicate the timing and extents of all full or partial road closures. The County will use the Traffic Control information to issue press releases to inform the public prior to construction activities. If the Contractor wishes to deviate from the Traffic Control Plan, he shall submit changes to the County a minimum 48 hours (2 business days) prior to the changes taking place. Changes will not be approved if requests are received with less than 48 hours notice. Failure to comply with Traffic Control Plan may result in temporary suspension of work.
20. During brief periods of the project, one lane of Grace Ln. may need to be closed. The County strongly advises lane closures on Grace Ln. to be as few and brief as possible. Given traffic volume and limited sight distance on Grace Ln., it will be important the Contractor provide and install all necessary signs, delineators, and flaggers as required by MUTCD for such closures.
21. The Contractor shall appoint a Homeowner Liaison. The Liaison shall coordinate and be responsible for all day-to-day access activities with homeowners. The Liaison's contact information shall be provided to all affected homeowners and to the County. Homeowners shall be given a minimum of 24 hours notice prior to being affected by construction.
22. Under partial closure the Contractor may provide access for homeowners at his discretion. No additional working days will be granted due to the construction or maintenance of temporary access.
23. The County will provide and install signs along the back of curb which read, "No Parking Mon.-Fri, 7 am-6 pm." These signs will aide in prevention of parked cars in the work zones and allow County the authority to tow violators.
24. Mail service shall not be interrupted and Contractor shall notify the USPS and all owners/tenants of any alternate arrangements. If a residence is inaccessible, the Contractor shall provide temporary mail boxes or gang boxes to receive mail. All boxes shall be fully enclosed with a door, and be clearly labeled with the street name and address number that they represent, with one residence per box. Contractor shall coordinate the schedule and locations of temporary mailboxes with the USPS and property owners. Any associated costs shall be included in Traffic Control.
25. The Contractor shall maintain aggregate transition ramps from the end of the existing pavement to the work zones that would permit access to private properties by emergency services.
26. Concrete pavement and concrete curb and gutter repairs shall not be opened to traffic until concrete has reached 75% strength (3,000 psi). Concrete pavement and curb and gutter sections may be opened to traffic prior to crack sealing if cracks are cleaned per Crack Sealing Special Provision prior to placing sealing material.
27. Traffic Control shall include all equipment, labor, and material needed to develop and execute a Traffic Control & Phasing Plan. This shall include, but is not limited to, all signage, barricades, and delineators. Bid item shall also include all labor, equipment, and material needed to

maintain temporary access for homeowners at the Contractor's discretion. This shall include, but is not limited to, temporary gravel ramps and driving lanes, postcards or door hangers, and time for a Homeowner Liaison. Traffic Control will not be measured and shall be paid at the contract Lump Sum bid price.

Erosion Control

28. Contractor shall be responsible for no sediment leaving the project sites.
29. Contractor shall provide, install, and maintain inlet protection and other devices to ensure sediment does not enter existing stormwater systems. All costs associated with these items shall be included in the Erosion Control bid item. The Contractor may install additional erosion control measures not specified on the Plans, with all costs for additional items being included in the bid item.
30. Included in Erosion Control shall be the sweeping or cleaning up of all mud/dirt in the project area or that mud/dirt tracked onto adjacent streets as a result of construction. This shall also include concrete dust from saw cutting operations. Clean up efforts shall take place daily or as needed under the direction of a County representative.
31. The washing out of concrete trucks shall take place at the concrete plant or at a wash out pit location on site. No wash water shall enter a stormwater inlet or drainage channel.
32. Contractor shall be responsible for the prevention and removal of any standing water at the project sites. Methods of preventing or removing standing water may be discussed for approval at the Pre-Construction meeting. All costs associated with removal of standing water shall be included in the Erosion Control bid item. Any damage done because of standing water shall be the Contractor's responsibility to fix.

Materials Testing

33. Testing shall be completed by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be included in the contract Lump Sum price for Materials Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the County of all tests conducted.
34. All Portland cement concrete shall be tested for slump, air entrainment, temperature, and compressive strength. Slump, Air, and temperature shall be tested on the first 3 loads of concrete per day. Sampling procedures shall follow AASHTO T141. Slump test shall be in accordance with AASHTO T119, and Air Entrainment shall be tested in accordance with AASHTO T152. Acceptable loads shall have 3-6% air and a slump of 2 to 4 inches. Once three consecutive loads have been accepted, only loads specified by Boone County Resource Management as questionable must be tested. One additional load must be tested if batching operations shutdown for more than 1 hour. If batching operations are continuous for the day, 1 additional test shall be taken in the afternoon. Compressive strength testing, in accordance with ASTM C1231 and T22, shall be conducted. Concrete test cylinders shall be cast and tested in accordance with ASTM C 31 and C 39. The Contractor shall make three (3) cylinders for each 100 s.y. of curb and gutter, or make three (3) cylinders per day's pour if less than 100 s.y. will be poured in a day. All cylinders shall be cured under the same conditions as the job concrete and shall be identified at the time cast as to which pour is represented. Contractor shall ship or deliver three (3) cylinders to the laboratory on the fourth day, one of which is to be tested on the seventh day, the others are to be laboratory cured and tested on the twenty-eighth day. If for any reason the strength of concrete is required before or after the seven (7) day break, the extra cylinder shall be used for this purpose. Once a cylinder has been broken that meets or exceeds the design strength, the remaining cylinders will not be required to be broken for testing, unless the contractor wants the final results. The Contractor shall furnish the County a copy of the test reports for concrete test cylinders within 24 hours of breaking of the cylinders. Unsatisfactory tests of cylinders shall make the concrete concerned subject to rejection, with consequent removal and replacement by the Contractor at his expense.
35. All asphalt pavement shall be placed and compacted to 92% of the max density as specified in the Job Mix Formula. Density tests, using a nuclear gauge in accordance with ASTM D 2950-74, shall be conducted on each lift of asphalt pavement. Minimum testing frequency shall be

one reading per lane, per lift, per 200 feet. If density readings fall below 89% or above 97%, work shall be stopped immediately and will not resume until a solution is found and the Contractor can meet the specified densities.

Protection of Adjacent Facilities

36. Protection of Adjacent Facilities bid item shall include all labor, material, and equipment necessary to protect or repair existing road infrastructure within the Protection Areas as shown on the Plans.
37. Contractor is encouraged to take pictures of existing infrastructure prior to start of construction at all the project end points.
38. If damage occurs within the protection area, Contractor shall remove and repair the damage with same material at same thickness as existing. Contractor may also propose different repair means and methods to the County for pre-approval.
39. Contractor may use this bid item for all labor, material, and equipment to protect existing infrastructure. Protection methods may include, but are not limited to, temporary ramps, plates, or mats. However, if protection is installed and upon removal damage is discovered, the Contractor will be responsible for repair. No additional payments will be granted in that instance.
40. Bid item shall only include work in the protection areas. Damages which occur outside this area due to accident or Contractor negligence will be the Contractor's responsibility to repair at their expense. Examples may include, but are not limited to, destruction of concrete panels due to overuse or being struck by heavy object, backing over unprotected curb or driveway. Increase wear and minor damage of existing roads due to construction traffic is expected and may not be subject to repair. Examples may include, but are not limited to, hairline cracks, scratches, or increase loss of material from previously spalling joints.
41. As stated in Special Provision 16, the County discourages heavy construction traffic on the existing asphalt portions of the subdivision. Damage caused by construction in these areas are not covered by this bid item and may be subject to repair at Contractor's expense.
42. Protection of Adjacent Facilities will be measured and shall be paid for at the contract Square Yard bid price. Only areas which receive protection or repair shall be measured for this bid item. If an area within the protection zone does not receive protection or repair, it shall be change ordered out of the Contract. Bid quantity shall not exceed 380 SY (area of protection as indicated on Plans) without prior approval from the County. Quantity above 380 SY which has not received prior approval will be at Contractor's expense.

Tree Removal

43. Bid item shall include all labor, equipment, and material needed to remove and dispose of all trees, bushes, and stumps as called out on the Plans.
44. Work shall also include the grinding of tree stumps. All stumps shall be ground down to a minimum of 6" below the ground surface. Mulch from the stump grinding shall be collected and disposed of properly offsite. The remaining hole shall be filled with top soil and be seeded and mulched as per Restoration bid item.
45. Trees shall be taken down in a safe and controlled manner as not to damage personal property or public infrastructure.
46. Bid item shall include all minor brush and tree limb trimming required for construction to take place. All debris from trimming shall be disposed off site in a proper manner.

Removal, Curbside Obstructions, Replacement Included

47. Bid item shall include all labor, equipment, and material needed to remove, stockpile, and restore as needed any roadside obstructions to construction. These obstructions may include, but are not limited to, mailboxes, signage, and landscaped areas.
48. Mailboxes and roadway signage shall be restored per Boone County and US Postal Service standards. Any mailbox or roadway sign damaged by the contractor's negligence shall be replaced per Boone County standards at the Contractor's expense. If existing material condition prohibit the reinstallation of mailboxes/signs, new mailboxes/signs shall be installed using new

and similar materials. It is the Contractor's responsibility to inspect the site and to include any additional costs in the bid item.

49. Restoration of landscaped areas shall be done using like materials as existing unless directed otherwise by the County or property owner.
50. Removal, Curbside Obstructions will not be measured and shall be paid for at the contract Lump Sum bid price.

Removal, Existing Concrete Pavement

51. Contractor shall remove all existing concrete pavement as indicated on the Plans. All costs associated with breaking apart, loading, and hauling offsite the existing pavement shall be included.
52. Bid item shall include all required full depth saw cutting of existing concrete pavement.
53. Bid item shall not include the removal of any curb and gutter and inlet throats as those are included in different items.
54. Removal, Existing Concrete Pavement will be measured, with payment being made at the contract Square Yard bid price.

Modified Type M Inlet

55. Bid item shall include all material, equipment, and labor necessary to construct and install an 8'x5.5' Modified Type M Inlet as detailed in the Plans. Bid item shall also include all excavation, shoring, and backfilling needed to install inlet, as well as all concrete, base rock, bars, and expansion material needed to construct inlet wings. Bid item shall also include all grouting of invert and around stormwater pipes.
56. Backfill shall be installed in lifts, not to exceed 8" per lift.
57. Inlets may be cast-in-place or precast. Precast structures shall be inspected by Boone County personal prior to installation. If defects are found, precast structures may be subject to rejection. Rejection will not be grounds for additional payment or time requests. Field modifications to precast structures shall be approved by the County prior to taking place. Need for excessive field modification to structure may lead to rejection of the structure.
58. Expansion material shall have a pull top. After installation, top shall be removed and void shall be crack sealed. Crack sealing will be part of Crack Sealing bid item.
59. Modified Type M Inlet will be measured with final payment being made at the contract per Each bid price.

Stormwater Junction Box

60. Bid item shall include all material, equipment, and labor necessary to construct and install a 4'x4' Stormwater Junction Box as detailed in the Plans. Bid item shall also include all excavation, shoring, and backfilling needed to install junction box, as well as all manhole frames and lids and all grouting of inverts and around stormwater pipes.
61. Backfill shall be installed in lifts, not to exceed 8" per lift.
62. Junction box may be cast-in-place or precast. Precast structures shall be inspected by Boone County personal prior to installation. If defects are found, precast structures may be subject to rejection. Rejection will not be grounds for additional payment or time requests. Field modifications to precast structures shall be approved by the County prior to taking place. Need for excessive field modification to structure may lead to rejection of the structure.
63. Stormwater Junction Box will be measure with final payment being made at the contract per Each bid price.

18" Dia. HP Storm Pipe

64. Bid item shall include all material, equipment, and labor necessary to install 18" diameter HP Storm Pipe manufactured by Advance Drainage Systems (ADS) as detailed in the Plans. Bid item shall include all excavation, shoring, and backfilling.
65. Initial backfill around the pipe shall be 1" minus aggregate compacted to 95% density. Aggregate backfill shall be placed and compacted in 6" lifts and hand tamped into the haunch

- areas. Aggregate backfill shall extend a minimum of 12" above the pipe crown under unpaved areas and shall extend to the bottom of the base rock layer under paved areas.
66. Existing earthen material may be used as backfill after initial aggregate backfill under unpaved areas. Earthen material shall be placed and compacted in 12" lifts.
 67. The need for temporary trench shoring is the responsibility of the Contractor's competent person. If temporary shoring is used, all costs associated with it shall be included in this bid item.
 68. HP Storm Pipe will be measured with payment being made at the contract Linear Foot bid price. Linear feet will be measured at the flowline of the installed pipe.

Portland Cement Concrete

69. All the following notes shall pertain to all Portland cement concrete used on the project to construct driveways, curb and gutter, inlet wings, and inlet throat repair.
70. All concrete shall be Class A as described in Section 230.4 of the Boone County Roadway Regulations, Chapter II.
71. All concrete mixes shall have a 28-day compressive strength of 4,000 pounds per square inch (psi).
72. The coarse aggregate for all concrete mixes shall meet the requirements of the Missouri Standard Specifications for Highway Construction (2011), Section 1005 (STATE ROCK).
73. Fly ash will not be allowed in any concrete mixes for this project.
74. High/early mixes will not be allowed in this project.
75. A curing compound submitted to and approved by the County shall be applied to all new concrete surfaces in accordance with manufacturer's recommendations.
76. Load tickets - Contractor must provide the 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.

Curb & Gutter, Rollback, Remove & Replace

77. Curb & Gutter, Rollback bid item shall include all labor, material, and equipment needed to remove existing rollback curb and gutter, excavate and compact subgrade, install and compact a 4" thick layer of Type I rolled stone base, construct new curb and gutter, and backfill as specified in the Plans.
78. Concrete for curb & gutter repairs shall comply with Portland Cement Concrete Special Provisions.
79. New rollback curb and gutter dimensions shall match those of the existing curb and gutter. Dimensions found in the Plans are approximate for estimating purposes and may be different than existing.
80. Locations and lengths of curb and gutter replacement as indicated on the Plans are approximate. Final extents of repairs shall be marked in the field by a Boone County representative prior to construction.
81. Each end of the repair sections shall have #4 bars drilled and epoxied into the existing curb and gutter as indicated on the Plans. Rebar work shall be incidental to curb and gutter bid item.
82. Expansion material shall be installed at back of curb for curb and gutter repairs that extend across the entire width of a driveway. Expansion material shall be rubberized and shall be ½" thick. No felt board will be allowed. All costs shall be included in Curb and Gutter bid item.
83. Control joints shall be formed or cut evenly in repair sections which exceed 10' in length. Joints shall have a maximum spacing of 10'.
84. Curb and Gutter, Rollback repairs will be measured, with final payment being made at the contract Square Yard bid price.

Inlet Throat, Remove & Replace

85. Inlet Throat bid item shall include all labor, material, and equipment necessary to saw cut and remove existing stormwater inlet throats and construct new inlet throats per the Plans. This

shall include all excavation and compaction of subgrade, installation, and compaction of rolled stone base, all rebar and expansion material, and installation of concrete.

- 86. Concrete used for inlet throats shall comply with Portland Cement Concrete Special Provisions.
- 87. Inlet Throat will be measured with final payment being made at the contract per Each bid price.

Concrete Driveway, Remove & Replace

- 88. Bid item shall include all labor, material, and equipment needed to remove and replace concrete driveways as described in the Plans and these Special Provisions. Bid item shall include removal of existing driveway, excavation and compaction of subgrade, installation of 4" thick rolled stone base layer, and installation of 6" thick concrete driveway.
- 89. Concrete in driveways shall comply with all items found in Portland Cement Concrete Special Provisions.
- 90. Bid item shall include all material and work for expansion joints including epoxy, dowels, and rubberized expansion material.
- 91. Included in the concrete driveway item shall be the cutting or forming of all control joints as per Plans.
- 92. Concrete Driveways will be measured with final payment being made at the contract Square Yard bid price.

Excavation

- 93. Bid item shall include all material, equipment, and labor necessary to excavate existing subgrade soils to required depth and haul away the material. Work shall also include the preparation and compaction of the subgrade as specified in these Special Provisions.
- 94. Exploratory soil borings were done in the project areas. Results of these borings can be found in Appendix D.
- 95. The results from the soil report shows the possibility of soft subgrade areas. Due to the potential presence of soft areas, subgrade preparation shall be as follows:

Upon removal of existing pavement, Contractor shall excavate subgrade to design depth. Compaction of subgrade shall commence using a 10-ton smooth drum roller. Roller shall be operating in static mode to prevent moisture migration to the surface. The finished surface of the subgrade shall be as smooth as possible. If excessive rutting or deformation of the subgrade occurs during compaction, or if the subgrade is gray, blue, or black in color, the Engineer shall be notified immediately. Upon inspection, the Engineer shall decide if further stabilization work is needed. The Engineer will establish an area and depth of additional subgrade to be excavated. Dimensions of this area shall be recorded by the County Inspector and a Contractor representative. Contractor shall then excavate and haul away additional material per Engineer's instructions. Fill the over excavated area with 1 ½" minus aggregate base in compacted lifts not to exceed 8" per lift. Compaction shall be done with smooth drum roller in static mode. From the recorded dimensions, additional excavation quantities will be calculated to the nearest cubic yard and paid at the Excavation bid unit price. Additional aggregate base will be calculated and converted to nearest square yard at 10" thick. Additional aggregate base will be paid for per contract bid unit price for 10" thick aggregate base.

- 96. Excavation bid item does not include any excavation needed for curb and gutter replacement, driveway replacement, or excavation for stormwater inlets or pipes.
- 97. No final measurement of excavation will be made. Plan quantity will be used for final payment unless error is found in original quantity or an authorized change is made to the Plans.

High Strength Woven Geotextile

- 98. Bid item shall include all labor, material, and equipment necessary to install Mirafi RS580i, Geotex 4x4UF, or approved equal geotextile. Geotextile shall be installed as per Plans and manufacturer's specifications, which may include, but are not limited to, items in these Special Provisions.

99. Geotextile shall be inspected upon delivery for any damage or defects. If damage is detected, it shall be repaired as per manufacturer's recommendations.
100. Geotextile shall be rolled out so long axis is parallel to traffic and shall be pulled taut to remove any folds or wrinkles that may have developed. Securing the edges of the geotextile with temporary piles of aggregate or U-shaped landscaping staples may be required to prevent folds or wrinkles from forming again.
101. A minimum of 36" of overlap shall occur at all longitudinal and transverse (end-to-end) seams. Transverse seams shall be "shingled" to prevent the fabric from peeling back during aggregate base installation.
102. Curves shall be accommodated by cutting and overlapping the geotextile.
103. Cut geotextile around manholes, valve boxes, or other utility protrusions.
104. No traffic, construction or otherwise, shall be allowed on the bare geotextile. Low ground pressure tracked vehicles and smooth drum static rollers shall be the only equipment allowed after a minimum of 6" of aggregate base is placed on the geotextile. These vehicles shall operate at low speeds and keep sudden stops and turning motions to a minimum.
105. Geotextile will be measured to the nearest square yard of finished covered area and shall be paid at the contract Square Yard bid price. This quantity, as reflected in the Bid Tab, does not include material needed for overlaps. Overlap material shall be accounted for in the bid unit price.

1 ½" Minus Aggregate Base, 10" Thick

106. Bid item shall include all equipment, labor, and material needed to install 1 ½" Minus Aggregate Base to the design thickness as per Plans and these Special Provisions.
107. Trucks hauling aggregate base shall stop at the edge of existing pavement and dump the load onto the geotextile. Low ground pressure equipment, such as a bulldozer, shall spread the aggregate base to lift thickness not to exceed 7"-8" loose. A smooth drum roller in static mode shall compact the aggregate base. Once aggregate base reaches design thickness, has been compacted in static mode, and has not received significant moisture then the smooth drum roller shall make 1-2 passes in vibratory mode on the finished surface.
108. Loaded dump trucks shall not be allowed on aggregate base unless full design depth is in place. The Contractor may construct lifts by dumping and pushing a thick aggregate lane down the center of the road. Aggregate can then be pushed across the entire roadway width using low ground pressure equipment or road grader.
109. Contractor may propose, for approval, a different gradation be used for the first aggregate base lift. However, the mix must be well graded. No clean or washed mixes. Also, the maximum particle size in the mix shall not exceed a diameter of 2". Regardless of different gradation, aggregate base will be paid for at the same bid price.
110. Minor ruts (<3" deep) may still develop from fully loaded tandem axle dump trucks on the finished surface of the aggregate base layer. These ruts shall not be graded out, but shall be filled and compacted with additional 1 ½" minus aggregate. Filling of these ruts shall be considered incidental.
111. If major rutting occurs it shall be brought to the attention of the Inspector and Engineer immediately. The County and Contractor shall agree on means to track quantity of aggregate to be used to fill major rutting. Contractor shall fill ruts with aggregate and compact until ruts have stabilized. Quantity of aggregate needed to stabilize will be converted to square yards at 10" thick and added to project quantities and paid for at the bid unit price.
112. If Aggregate Base layer is to be opened to traffic prior to the placement of asphalt, the Contractor shall be responsible for maintaining a quality finished surface. This work will be considered incidental and may include, but is not limited to, additional base and additional rolling and compacting.
113. No final measurement will be made for 1 ½" Minus Aggregate Base. Plan quantities will be used unless errors are found or authorized changes are made to original quantities.

Trackless Tack Coat

114. Bid item shall include all labor, material, and equipment needed to place trackless tack coat as per Plans and these Special Provisions.
115. Trackless tack coat shall be NTQS-1HH or approved equal.
116. Prior to installation of asphalt pavement, the gutter pan face shall be cleaned and allowed to dry. Once dry and clean, tack coat shall be applied to the gutter pan face. Estimated quantity for this work is 362 SY, which is included in the bid tab quantities.
117. Tack coat shall be applied per manufacturer's recommendations, with the application rate also being per manufacturer's recommendations.
118. Tack coat shall be applied to the finished asphalt base layer prior to the installation of the asphalt surface layer. Tack coat between the lifts of the asphalt base will not be required if the surface of the lifts remains clean and retains a surface temperature greater than 140° F prior to placement of next lift. Tack coat will be requested by the County if these two requirements are not met.
119. All cold joint faces shall be tacked.
120. Tack coat shall be measured in the field, with final payment being made at the contract Square Yard bid price. The Tack Coat quantities shown in the bid forms assumes tack will be used between base lifts as well as between base and surface lift. Quantities not installed during construction shall be change ordered out of the contract.

Asphalt Pavement

121. All asphalt pavement shall be in conformance with Section 401 of the Missouri Standard Specifications for Highway Construction, 2011.
122. The Bidder has the option to be bound by the Asphalt Cement Price Index for this project. If the bidder wishes to do so, he shall execute the acceptance statement on the Bid Form. Failure to execute the acceptance statement will be interpreted to mean the bidder wishes to not participate. Greater detail of the Asphalt Index may be found at the end of these Special Provisions.
123. The Job Mix Formulas (JMF) submitted for the asphalt used in this job must be reflective of actual material being used and must be no more than 3 years old at time of submittal, and must meet requirements of Missouri Standard Specifications for Highway Construction, 2011.
124. Recycled Asphalt Pavement (R.A.P.) may be used in the asphalt mixes, but shall not exceed 20% of the total mix. Recycled Asphalt Shingles (R.A.S.) will not be allowed in any of the mixes.
125. Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
126. The asphalt base course shall be installed in lifts. Single lifts shall not exceed a thickness of 4 inches.
127. If Contractor paves a section of the project and leaves a transverse cold joint, the joint shall be cut with a vertical face and shall receive tack coat prior to paving operations continuing.
128. The asphalt surface course shall be installed in a single operation after application of tack coat.
129. Finished grade of the surface course shall match existing concrete pavement in terms of elevation and grade unless specified differently in the Plans. It shall be the Contractor's responsibility to ensure finished grade has positive drainage to an inlet.

Crack Sealing

130. Bid item shall include all labor, material, and equipment needed to clean and fill all joints and cracks per Plans and these Special Provisions with a hot poured, rubberized type crack sealer, such as Crafcro Polyflex Type 2 or approved equal.
131. Crack sealer shall be installed per manufacturer's recommendations, especially for acceptable outside air temperature specifications. If crack sealing is the only item left for the project and outside temperatures are still too hot, the County will suspend counting working

days until acceptable weather is reached. Once reached, working days will continue to be counted.

- 132. All crack and joints to be filled are as follows:
 - Joints where proposed curb and gutter repairs meet with existing curb and gutter (ends of curb repairs)
 - Control joints in new curb and gutter
 - Expansion and control joints of new stormwater inlet wings and throats
- 133. Traffic will be allowed on unsealed joints; however, all joints shall be free of debris, clean, and dry prior to sealing. Contractor may use compressed air or other means to clean joints.
- 134. Contractor shall fill joints to finished surface elevation. Refrain from overfilling and creating a barrier for debris to collect.
- 135. Crack Sealing will be measured to the nearest foot and shall be paid at the contract Linear Foot bid price.

Restoration

- 136. Bid item shall include all labor, material, and equipment needed to satisfy Section 1590 of the Technical Specifications for Restoration.
- 137. Bid item shall also include minor grading needed to provide positive drainage and tie minor street grade adjustments into existing surfaces.
- 138. Restoration shall include 4" of topsoil and Type I straw mulch.
- 139. All disturbed areas shall have 70% permanent grass cover over 100% of the project area for Restoration bid item to be satisfied.
- 140. Restoration bid item will not be measured and shall be paid at the contract Lump Sum bid price.
- 141. The separate seeding and erosion control performance bond described in the Maintenance Requirement Paragraph on page 10.7 of the Contract Conditions is not required for this project.

Asphalt Cement Price Index

If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula:

$$A = (B \times C) \times (D - E)$$

- Where:
- A = Adjustment
 - B = Tons of mix placed
 - C = % of virgin asphalt binder as listed in the job mix formula
 - D = monthly price for the month prior to mix placement
 - E = monthly price for the month prior to bid submission

The monthly asphalt prices will be those shown in the Dollar/Ton column of the "Asphalt Price Index" table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT's website, also currently located at: http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658
 All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

Calculation Examples

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00

January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

Example #1

The contract was bid in March 2015. 1,000 tons of BP-2 was placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

$$B = 1,000 \quad C = 5.0\% \quad D = 450.00 \quad E = 510.00$$

$$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$$

Adjustment = \$3,000 Deduct

Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 was placed during July 2015. 2,000 tons of BP-2 was placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

Adjustment = $A_1 + A_2 = 2,250 + 2,700 = \$4,950$ Increase

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APPENDIX A

STATE WAGE RATES

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

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

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

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

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

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

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

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

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

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Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 24

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 _____

Tammy Cavender
Acting Department Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

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			\$32.42	55	60	\$22.40
Boilermaker	6/17		\$36.56	57	7	\$29.13
Bricklayer and Stone Mason			\$29.76	59	7	\$17.44
Carpenter	6/17		\$25.34	60	15	\$16.85
Cement Mason			\$27.82	9	3	\$12.92
Communication Technician	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Inside Wireman)	6/17		\$32.00	28	7	\$13.37 + 13%
Electrician (Outside-Line Construction)\Lineman			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/17		\$27.32	122	76	\$12.08
Ironworker			\$28.96	11	8	\$24.99
Laborer (Building):						
General			\$23.01	42	44	\$13.54
First Semi-Skilled			\$25.01	42	44	\$13.54
Second Semi-Skilled			\$24.01	42	44	\$13.54
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/17		\$25.22	60	15	\$16.85
Marble Mason	6/17		\$22.24	124	74	\$13.05
Marble Finisher	6/17		\$14.35	124	74	\$9.52
Millwright	6/17		\$26.34	60	15	\$16.85
Operating Engineer						
Group I	6/17		\$29.06	86	66	\$26.00
Group II	6/17		\$29.06	86	66	\$26.00
Group III	6/17		\$27.81	86	66	\$26.00
Group III-A	6/17		\$29.06	86	66	\$26.00
Group IV	6/17		\$26.83	86	66	\$26.00
Group V	6/17		\$29.76	86	66	\$26.00
Painter	6/17		\$23.69	18	7	\$12.08
Pile Driver	6/17		\$26.34	60	15	\$16.85
Pipe Fitter		b	\$38.00	91	69	\$26.93
Plasterer			\$26.33	94	5	\$12.97
Plumber		b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$15.19
Sheet Metal Worker			\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection			\$34.79	33	19	\$20.17
Terrazzo Worker	6/17		\$29.55	124	74	\$14.76
Terrazzo Finisher	6/17		\$19.22	124	74	\$14.76
Tile Setter	6/17		\$22.24	124	74	\$13.05
Tile Finisher	6/17		\$14.35	124	74	\$9.52
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
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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.

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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.

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.

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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.

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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 \$27.76 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 \$1.37 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 or 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 preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

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

**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	6/17	\$31.02	23	16	\$16.85
Electrician (Outside-Line Construction)\Lineman		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$24.53	32	31	\$9.98 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$18.14	32	31	\$7.19 + 3%
Laborer					
General Laborer	6/17	\$28.56	2	4	\$13.52
Skilled Laborer	6/17	\$28.56	2	4	\$13.52
Millwright	6/17	\$31.02	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$28.14	21	5	\$25.89
Group II	6/17	\$27.79	21	5	\$25.89
Group III	6/17	\$27.59	21	5	\$25.89
Group IV	6/17	\$23.94	21	5	\$25.89
Oiler-Driver	6/17	\$23.94	21	5	\$25.89
Pile Driver	6/17	\$31.02	23	16	\$16.85
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/17	\$29.87	25	21	\$12.85
Group II	6/17	\$30.03	25	21	\$12.85
Group III	6/17	\$30.02	25	21	\$12.85
Group IV	6/17	\$30.14	25	21	\$12.85

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. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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 \$16.25 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 \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 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.

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APPENDIX B

STANDARD TERMS AND CONDITIONS-CONTRACT WITH 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.

APPENDIX C

PROJECT PLANS AND/OR DETAILS

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

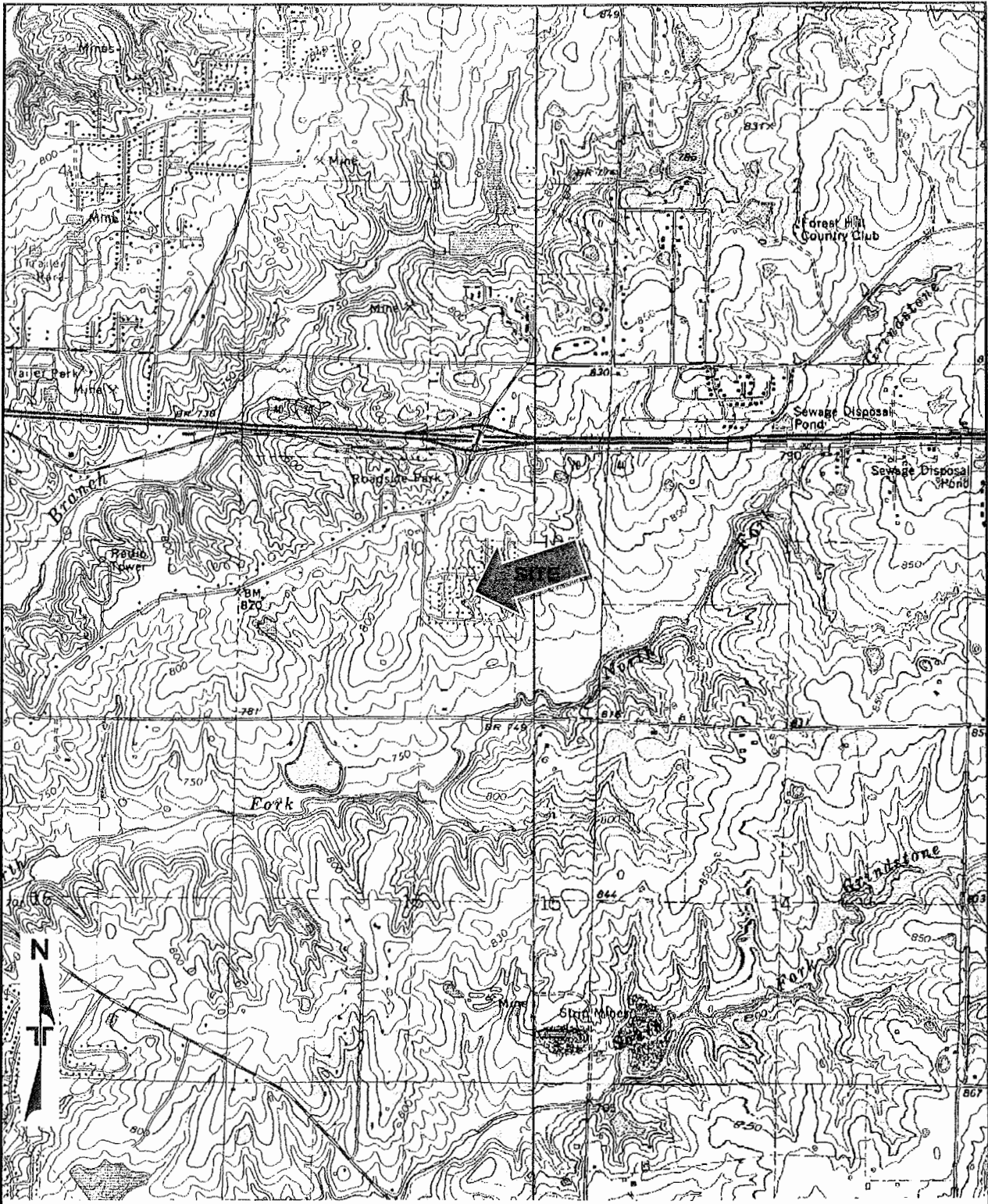
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APPENDIX D

Results from Soil Borings

Terracon conducted exploratory soil borings of the project areas and conducted laboratory tests of the soil samples. Findings from those borings and tests are included in this Appendix.

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TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
 QUADRANGLES INCLUDE: COLUMBIA, MO (1/1/1981) and MILLERSBURG, MO (1/1/2000).

Project Manager:
CFB

Drawn by:
CFB

Checked by:
AGM

Approved by:
AGM

Project No.
09175023

Scale:
1"=2,000'

File Name:
09175023.A

Date:
8/10/2017

Terracon

3601 Mojave Ct Ste A
 Columbia, MO 65202-4043

SITE LOCATION

Lake of the Woods Concrete Rehabilitation 2018
 Lake of the Woods Subdivision
 Columbia, Missouri

Exhibit
A-1



DISCLAIMER: THIS PLAN IS FOR GENERAL INFORMATION ONLY AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES.

AERIAL PHOTOGRAPHY PROVIDED BY GOOGLE EARTH

Project Manager:	CPS
Drawn by:	CPS
Checked by:	ACW
Approved by:	ACW
Project No.:	201710020
Date:	1/22
File Name:	201710020_A
Scale:	1/16"=1'-0"

Terracon
 8811 Highway 21, Ste A
 Columbia, MO 65203-4802

EXPLORATION PLAN
 Lake of the Woods Concrete Rehabilitation 2018
 Lake of the Woods Subdivision
 Columbia, Missouri

Exhibit
A-2

BORING LOG NO. B-1

PROJECT: Lake of the Woods Concrete Rehabilitation
2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.954429° Longitude: -92.255522° Approximate Surface Elev: 833 (FL) +/- ELEVATION (FL)	DEPTH (FT.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
												LL-PL-P1
	0.4	832.5+/-										
	0.5	832.5+/-										
	5.5	827.5+/-	5									
	Bored at 5.5 Feet											
	Stratification approximate. In-situ, the transition may be gradual.											Hammer Type: Automatic
Advancement Method: Solid-Stem Auger Abandonment Method: Boring backfilled with concrete.												
WATER OBSERVATIONS No free water												
See Appendix A for description of laboratory procedures and additional data (if any). See Appendix A for explanation of symbols and abbreviations. Elevations were estimated from available satellite imagery.						Notes:						
						Boring Started: 07-17-2017 Drill Rig: CME-550, #960 Project No.: 09175023		Boring Completed: 07-17-2017 Driller: SB Exhibit: A-3				

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 09175023, LAKE OF THE WOODS.GPJ TERRACON.DATATEMPLATE.GDT 8/10/17

BORING LOG NO. B-2

PROJECT: Lake of the Woods Concrete Rehabilitation
2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.954625° Longitude: -92.253415° Approximate Surface Elev: 802 (Fl.) +/-	DEPTH (Fl.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
DEPTH	ELEVATION (Fl.)											
0.5	801.5+/-											
6" CONCRETE PAVEMENT												
0.9	801+/-											
4" AGGREGATE BASE COURSE												
FILL - FAT CLAY (CH), gray												
3.9	798+/-			15			1	3000 (HP)	2440	105		
WELL-GRADED GRAVEL, gray												
5.9	796+/-	5		16			2	3000 (HP)				
Boring Terminated at 5.9 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic

Advancement Method:
Solid-Stem Auger

Abandonment Method:
Boring backfilled with auger cuttings. Surface capped with concrete.

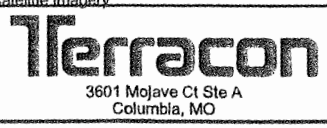
Notes:
See Appendix A for description of laboratory procedures and additional data (if any).
See Appendix A for explanation of symbols and abbreviations.
Elevations were estimated from available satellite imagery.

WATER LEVEL OBSERVATIONS
No free water observed

Boring Started: 07-17-2017
07-17-2017

Drill Rig: CME-550, #960

Project No.: 09175023



THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 09175023 LAKE OF THE WOODS.GPJ TERRACON_DATATEMPLATE.GDT 8/10/17

BORING LOG NO. B-3

PROJECT: Lake of the Woods Concrete Rehabilitation
2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.954129° Longitude: -92.25393° Approximate Surface Elev: 813 (Fl.) +/-	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
												LL-PL-PI
DEPTH	ELEVATION (Fl.)											
0.5	812.5+/-											
6" CONCRETE PAVEMENT												
	LEAN CLAY (CL) , trace gravel, tan and gray, stiff				22		1	7000 (HP)	3350	23	105	
3.5	809.5+/-											
	SANDY LEAN CLAY (CL) , brown and gray, hard				19		2	9000+ (HP)	12			
5.5	807.5+/-	5										
Boring Terminated at 5.5 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid-Stem Auger

See Appendix A for description of laboratory procedures and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings. Surface capped with concrete.

See Appendix A for explanation of symbols and abbreviations.
Elevations were estimated from available satellite imagery

WATER LEVEL OBSERVATIONS

No free water observed



3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 07-17-2017

Boring Completed: 07-17-2017

Drill Rig: CME-550, #960

Driller: SB

Project No.: 09175023

Exhibit: A-5

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO.WELL_09175023 LAKE OF THE WOODS.GPJ TERRACON_DATATEMPLATE.GDT 8/10/17

BORING LOG NO. B-4

PROJECT: Lake of the Woods Concrete Rehabilitation
2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 09175023 LAKE OF THE WOODS.GPJ TERRACON_DATATEMPLATE.GDT 8/10/17

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.953971° Longitude: -92.252425° Approximate Surface Elev: 797 (Fl.) +/- ELEVATION (Fl.)	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
0.5	6" CONCRETE PAVEMENT	796.5+/-										
1.0	6" AGGREGATE BASE COURSE	796+/-										
4.0	LEAN CLAY (CL), trace cherty sand, tan and gray, stiff	793+/-			18		1	2000 (HP)	2380	24	104	41-17-24
5.0	LEAN CLAY (CL), trace gravel, gray, very stiff	791+/-			24		2	9000+ (HP)	4170	19	113	
6.0	Boring Terminated at 6 Feet	791+/-										

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid-Stem Auger

Abandonment Method:
Boring backfilled with auger cuttings. Surface capped with concrete.

See Appendix A for description of laboratory procedures and additional data (if any).
See Appendix A for explanation of symbols and abbreviations.
Elevations were estimated from available satellite imagery.

Notes:

WATER LEVEL OBSERVATIONS

No free water observed

Terracon

3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 07-17-2017

Drill Rig: CME-550, #960

Project No.: 09175023

Boring Completed: 07-17-2017

Driller: SB

Exhibit: A-6

BORING LOG NO. B-5

PROJECT: Lake of the Woods Concrete Rehabilitation
2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.953474° Longitude: -92.25342° Approximate Surface Elev: 798 (Fl.) +/- ELEVATION (Fl.)	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY ()	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
												LL-PL-PI
	6" CONCRETE PAVEMENT											
0.5		797.5+/-										
	LEAN CLAY (CL) , with sand, brown to gray, medium stiff to very stiff											
	trace gravel, gray											
5					14		1	7000 (HP)	1980	18	112	
5.5		792.5+/-			17		2	8000 (HP)	5410	17	115	36-16-20
	Boring Terminated at 5.5 Feet											

Stratification lines are approximate. In-situ, the transition may be gradual. Hammer Type: Automatic

<p>Advancement Method: Solid-Stem Auger</p>	<p>See Appendix A for description of laboratory procedures and additional data (if any). See Appendix A for explanation of symbols and abbreviations. Elevations were estimated from available satellite imagery.</p>	<p>Notes:</p>
<p>Abandonment Method: Boring backfilled with auger cuttings. Surface capped with concrete.</p>	<p>3601 Mojave Ct Ste A Columbia, MO</p>	
<p>WATER LEVEL OBSERVATIONS No free water observed</p>	<p>Boring Started: 07-17-2017 Drill Rig: CME-550, #960 Project No.: 09175023</p>	<p>Boring Completed: 07-17-2017 Driller: SB Exhibit: A-7</p>

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL 09175023 LAKE OF THE WOODS.GPJ TERRACON_DATATEMPLATE.GDT 9/10/17

BORING LOG NO. B-6

PROJECT: Lake of the Woods Concrete Rehabilitation 2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_09175023 LAKE OF THE WOODS.GPJ TERRACON_DATATEMPLATE.GDT 8/10/17

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.952972° Longitude: -92.2555° Approximate Surface Elev: 811 (FL.) +/- ELEVATION (FL.)	DEPTH (FL.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
	6" CONCRETE											
	LEAN CLAY (CL) , trace organics, blue gray, very stiff	0.5										
	SANDY LEAN CLAY (CL) , gray, very stiff	4.5			15		1	5000 (HP)	4060	19	108	
	SANDY LEAN CLAY (CL) , gray, very stiff	5.5			24		2	4000 (HP)	4170	17	107	
	Boring Terminated at 5.5 Feet	5.5										

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid-Stem Auger

See Appendix A for description of laboratory procedures and additional data (if any).
See Appendix A for explanation of symbols and abbreviations.
Elevations were estimated from available satellite imagery

Notes:

Abandonment Method:
Boring backfilled with auger cuttings. Surface capped with concrete.

WATER LEVEL OBSERVATIONS
No free water observed



Boring Started: 07-17-2017	Boring Completed: 07-17-2017
Drill Rig: CME-550, #960	Driller: SB
Project No.: 09175023	Exhibit: A-8

BORING LOG NO. B-7

PROJECT: Lake of the Woods Concrete Rehabilitation
2018

CLIENT: Boone County Resource Management
Columbia, Missouri

SITE: Lake of the Woods Subdivision
Columbia, Missouri

GRAPHIC LOG	LOCATION See Exhibit A-2 Latitude: 38.952781° Longitude: -92.253058° Approximate Surface Elev: 790 (FL) +/- ELEVATION (FL.)	DEPTH (FT.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (%)	FIELD TEST RESULTS	Sample	LABORATORY HP (psf)	UNCONFINED COMPRESSIVE STRENGTH (psf)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS
												LL-PL-PI
0.5	789.5+/-											
2.5	787.5+/-				14		1	5000 (HP)	6270	17	112	49-15-34
5.5	784.5+/-	5			23		2	7000 (HP)	5580	18	112	
Boring Terminated at 5.5 Feet												

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic

Advancement Method:
Solid-Stem Auger

See Appendix A for description of laboratory procedures and additional data (if any).

Notes:

Abandonment Method:
Boring backfilled with auger cuttings. Surface capped with concrete.

See Appendix A for explanation of symbols and abbreviations.
Elevations were estimated from available satellite imagery.

WATER LEVEL OBSERVATIONS

No free water observed



3601 Mojave Ct Ste A
Columbia, MO

Boring Started: 07-17-2017

Boring Completed: 07-17-2017

Drill Rig: CME-550, #960

Driller: SB












Project No.: 09175023

Exhibit: A-9

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_09175023 LAKE OF THE WOODS.GPJ TERRACON_DATATEMPLATE.GDT_8/10/17

GENERAL NOTES

DESCRIPTION OF SYMBOLS AND ABBREVIATIONS

SAMPLING			WATER LEVEL		Water Initially Encountered	FIELD TESTS	(HP) Hand Penetrometer
					Water Level After a Specified Period of Time		(T) Torvane
					Water Level After a Specified Period of Time		(b/f) Standard Penetration Test (blows per foot)
				Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.			(PID) Photo-Ionization Detector
							(OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

LOCATION AND ELEVATION NOTES

Unless otherwise noted, Latitude and Longitude are approximately determined using a hand-held GPS device. The accuracy of such devices is variable. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS	RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance			CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
	Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Ring Sampler Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength, Qu, psf	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	0 - 6	Very Soft	less than 500	0 - 1	< 3
Loose	4 - 9	7 - 18	Soft	500 to 1,000	2 - 4	3 - 4
Medium Dense	10 - 29	19 - 58	Medium-Stiff	1,000 to 2,000	4 - 8	5 - 9
Dense	30 - 50	59 - 98	Stiff	2,000 to 4,000	8 - 15	10 - 18
Very Dense	> 50	≥ 99	Very Stiff	4,000 to 8,000	15 - 30	19 - 42
			Hard	> 8,000	> 30	> 42

RELATIVE PROPORTIONS OF SAND AND GRAVEL

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 15
With	15 - 29
Modifier	> 30

GRAIN SIZE TERMINOLOGY

Major Component of Sample	Particle Size
Boulders	Over 12 in. (300 mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75 mm)
Sand	#4 to #200 sieve (4.75mm to 0.075mm)
Silt or Clay	Passing #200 sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

Descriptive Term(s) of other constituents	Percent of Dry Weight
Trace	< 5
With	5 - 12
Modifier	> 12

PLASTICITY DESCRIPTION

Term	Plasticity Index
Non-plastic	0
Low	1 - 10
Medium	11 - 30
High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $1 > Cc > 3$ ^E	GP	Poorly graded gravel ^F	
			Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
		Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
	$Cu < 6$ and/or $1 > Cc > 3$ ^E			SP	Poorly graded sand ^I	
	Sands with Fines: More than 12% fines ^D		Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G,H,I}	
	Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line ^J	CL	Lean clay ^{K,L,M}
$PI < 4$ or plots below "A" line ^J				ML	Silt ^{K,L,M}	
Organic:			Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried		Organic silt ^{K,L,M,O}	
Silts and Clays: Liquid limit 50 or more			Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K,L,M}
				PI plots below "A" line	MH	Elastic Silt ^{K,L,M}
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}
			Liquid limit - not dried		Organic silt ^{K,L,M,O}	
Highly organic soils:		Primarily organic matter, dark in color, and organic odor			PT	Peat

^A Based on the material passing the 3-inch (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

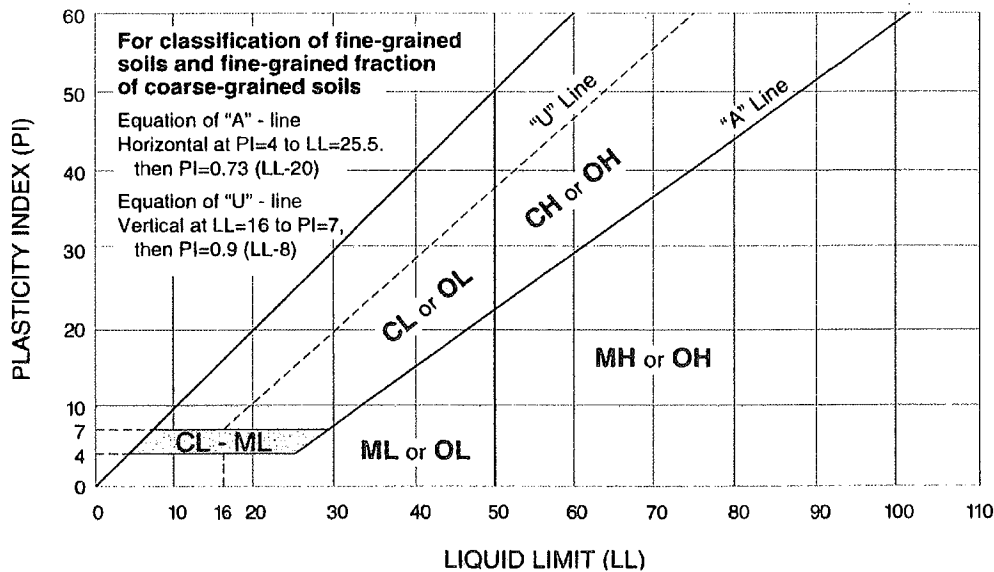
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



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BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: STREET REHAB - 2018 LAKE OF THE WOODS SUBDIVISION

Project No.: BID NUMBER 02-08 FEB 18

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

Firm Name: CHRISTENSEN CONSTRUCTION COMPANY

By: 
(Signature)

KENNY KNIER
(Print or Type Name)

Title: BUSINESS MANAGER

Address: PO BOX 159

City, State, Zip: KINGDOM CITY, MO 65262

Phone: 573-814-3308

Fax: 573-814-0403

Email Address: KENNY@CHRISTENSENASPHALT.COM

Date: FEBRUARY 8, 2018

BID FORM
STREET REHAB 2018-LAKE OF THE WOODS SUBDIVISION

Description	Qty.	Unit	Unit Price	Total
MOBILIZATION	1	LS	\$ 16,500.00	\$ 16,500.00
TRAFFIC CONTROL/PHASING	1	LS	\$ 2,500.00	\$ 2,500.00
EROSION CONTROL	1	LS	\$ 1,000.00	\$ 1,000.00
MATERIAL TESTING	1	LS	\$ 1,500.00	\$ 1,500.00
PROTECTION OF ADJACENT FACILITIES	380	SY	\$ 3.00	\$ 1,140.00
TREE REMOVAL	1	LS	\$ 2,500.00	\$ 2,500.00
REMOVAL, CURBSIDE OBSTRUCTIONS, REPLACEMENT INCLUDED	1	LS	\$ 1,750.00	\$ 1,750.00
REMOVAL, EXISTING CONCRETE PAVEMENT, SAW CUTTING INCLUDED	9228	SY	\$ 6.08	\$ 56,106.24
8'x5.5' MODIFIED TYPE M INLET	1	EA	\$ 5,500.00	\$ 5,500.00
4'x4' STORMWATER JUNCTION BOX	1	EA	\$ 4,350.00	\$ 4,350.00
18" DIA. HP STORM PIPE	192	LF	\$ 40.00	\$ 7,680.00
CURB & GUTTER, ROLLBACK, REMOVE & REPLACE	566	SY	\$ 129.00	\$ 73,014.00
INLET THROAT, REMOVE & REPLACE	2	EA	\$ 2,000.00	\$ 4,000.00
CONCRETE DRIVEWAY, REMOVE & REPLACE	52	SY	\$ 130.00	\$ 6,760.00
EXCAVATION	2556	CY	\$ 22.00	\$ 56,232.00
HIGH STRENGTH WOVEN GEOTEXTILE	9237	SY	\$ 4.25	\$ 39,257.25
1 1/2" MINUS AGGREGATE BASE, 10" THICK	9237	SY	\$ 10.15	\$ 93,755.55
BITUMINOUS BASE COURSE, 6 1/2" THICK	3311	TON	\$ 61.65	\$ 204,123.15
TACK COAT (TRACKLESS TACK OR APPROVED EQUAL)	18817	SY	\$ 0.50	\$ 9,408.50
ASPHALT SURFACE COURSE, BP-2, 1 1/2" THICK	764	TON	\$ 67.00	\$ 51,188.00
CRACK SEALING	700	LF	\$ 1.00	\$ 700.00
RESTORATION	1	LS	\$ 5,000.00	\$ 5,000.00
Bid Total				\$643,964.69

Optional Asphalt Cement Price Index (Circle One)

Accept

Do Not Accept

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
1/29/18	1

COMPANY NAME: CHRISTENSEN CONSTRUCTION COMPANY
ADDRESS: PO BOX 159
CITY, STATE, ZIP: KINGDOM CITY, MO 65262
PHONE NUMBER: 573-814-3308
EMAIL ADDRESS: OFFICE@CHRISTENSENASPHALT.COM
AUTHORIZED REPRESENTATIVE: KENNY KNIPP
TITLE: BUSINESS MANAGER
SIGNATURE: [Signature]

Prompt Payment Terms: PAYMENT DUE 30 DAYS NO DISCOUNT.

Will you accept automated clearinghouse (ACH) for payment of invoices? PREFER PAYMENT BY CHECK

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

ATC TESTING - TESTING
RAITHEL BROTHERS - CONCRETE
ALLIED SAWING - CONCRETE SAWING

(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.

Kerry Knier Business Manager
Name and Title of Authorized Representative

K. Knier Signature 2/8/18 Date

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

County of Callaway)

State of Missouri)ss
)

My name is KENNY KNIPP - BUSINESS MANAGER

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

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

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

KH Knipp 2/7/18
Affiant Date
KENNY KNIPP
Printed Name

Subscribed and sworn to before me this 7 day of February 2018
Angela G. Hines
Notary Public

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223

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

An Affirmative Action/Equal Opportunity Institution

Company ID Number: 178111

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Christensen Construction Company, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 178111

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Christensen Construction Co.

Angie Hines

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/09/2009

Date

STATEMENT OF BIDDER'S QUALIFICATIONS

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

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

* Attach additional sheets as necessary *

February 7, 2018

Sheet A

MAJOR PROJECTS COMPLETED

New Columbia East Elementary School
K&S Associates – Dewayne Holloway 314-647-3535
\$465,540.00 Contract Amount
100% Complete
December 2018 Completion Date

Boone County 2017 Mill and Overlay
Dan Haid – Boone County Resource Management – 886-4339
\$1,020,692.00 Contract Amount
100% Complete
Fall 2017 Completion Date

City of Ashland 2017 Street Project
Coby Morris 657-2568
\$209,834.00 Contract Amount
100% Complete
Fall 2017 Completion Date

Mexico Schools Additions and Renovations
J E Dunn Construction
Chris Orellana 816-426-8177
\$183,500.00 Contract Amount
100% Complete
August 2017 Completion Date

UMC Summer Paving 2017 Project
Kevin Johnson 573-882-9337
\$508,991.00 Contract Amount
100% Complete
Summer 2017 Completion Date

City of Mexico 2017 Asphalt Program
Drew Williford – City of Mexico 573-581-2100
\$127,866.00 Contract Amount
100% Complete
Spring 2017 Completion Date

Boone County St Charles Road Project
Dan Haid – Boone County Resource Management 573-886-4339
\$242,776.00 Contract Amount
100% Complete
Summer 2017 Completion Date

City of Fulton – 2016 Asphalt Overlay
Steve Gohring 573-592-3111
\$450,000.00 Contract Amount
100% Complete
November 2016 Completion Date

UMC Summer Paving 2016 Project
Kevin Johnson 573-882-9337
\$758,149 Contract Amount
100% Complete
August 2016 Completion Date

February 7, 2018

Sheet B

Major Projects In Progress

New Fulton State Hospital

River City Construction – Warren Moody 573-657-7380

\$657,000.00 Contract Amount

20% Complete

Fall 2018 Completion Date

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF CALLAWAY

KENNY KNIPP, being first duly sworn, deposes and

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

of CHRISTENSEN CONSTRUCTION COMPANY
(Name of Bidder)

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

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

By [Signature]

By _____

By _____

Sworn to before me this 7 day of February, 2018

Angela B. Hines
Notary Public

My Commission Expires 11-23-21

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223

BID BOND

(NOT VALID IF BID AMOUNT EXCEEDS \$ 675,000.00)

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

PO Box 159, Kingdom City, Missouri 65262

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

_____, as Surety, are held and firmly bound unto the

Boone County, 613 East Ash Street, Columbia, Missouri 65201

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for: Bid Number 02-08Feb18, Street Rehab - 2018 Lake of the Woods Subdivision

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

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

Signed, Sealed and Dated this 31st day of January, 20 18

Christensen Construction Co.

By: [Signature] - Business Manager Principal

Employers Mutual Casualty Company

By: [Signature] Surety

Teresa Stephenson Attorney-in-Fact



P.O. Box 712 • Des Moines, IA 50306-0712

No. B95587

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, TAMMY WICKHAM, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

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

ANY AND ALL BONDS

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

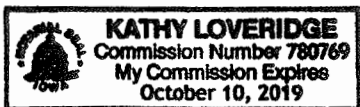
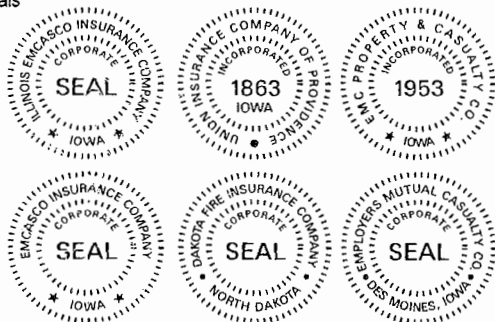
AUTHORITY FOR POWER OF ATTORNEY

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

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

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of MARCH, 2017.

Seals



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

Todd Strother
Todd Strother
Vice President

On this 19th day of MARCH AD 2017 before me a Notary Public in and for the State of Iowa, personally appeared Bruce G. Kelley and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the Chairman, President, Vice Chairman and CEO, and/or Vice President, respectively, of each of The Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Bruce G. Kelley and Todd Strother, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of each of the Companies.
My Commission Expires October 10, 2019.

Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, James D. Clough, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on MARCH 19, 2017 on behalf of: THOMAS S. NAUGHT, HARRY NAUGHT, STEVE NAUGHT, TERESA STEPHENSON, SARAH NAUGHT-BARGFREDE, TIMOTHY P. EASTIN, RICHARD NAUGHT, TAMMY WICKHAM, KRISTI PRICE, KITTY CUNNINGHAM, BETHANY EATON

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31st day of JANUARY, 2018.

J. D. Clough
Vice President

SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership LLC
 corporation, incorporated under laws of the state of MISSOURI
 other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

 Address of principal place of business in Missouri

CHRISTIANSON CONSTRUCTION COMPANY
 (If a corporation - show its name above)

PO Box 159 Kingdom City, MO 65262
 Address of principal place of business in Missouri

ATTEST:

Kenny Knipp - BUSINESS MANAGER Dated 2/7, 2018
 (Signature)

KENNY KNIPP - BUSINESS MANAGER
 (Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

BIDDER'S ACKNOWLEDGMENT

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

State of MISSOURI

County of CALLAWAY

On this 7 day of FEBRUARY, 20 18

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

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

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

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

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

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

(SEAL) Angela G. Hines Notary Public

My Commission expires 11-23, 20 21.

ANGELA G. HINES
Notary Public - Notary Seal
STATE OF MISSOURI
Callaway County
My Commission Expires November 23, 2021
Commission # 13451223



BOONE COUNTY, MISSOURI
Request for Bid #: 02-08FEB18-Street Rehab-2018 Lake of
the Woods Subdivision

ADDENDUM #1 - Issued January 29, 2018

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

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

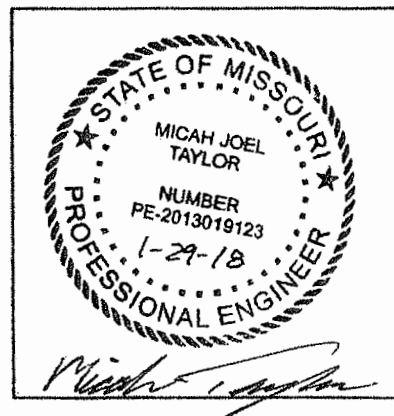
1. Special Provision 122 states the Contractor has the option to be bound by the Asphalt Cement Price Index and shall execute the acceptance statement on the Bid Form. The original Bid Form does not include the acceptance statement. A revised Bid Form has been attached to this addendum with the appropriate acceptance statement. The revised Bid Form shall be used when submitting your final bid.

By: _____

Robert Wilson, Buyer
Boone County Purchasing

Approved: Micah Taylor
Professional Engineer
MO Lic. # PE-2013019123

Boone County Resource Management
MO Engineering Corp. # N/A
801 E. Walnut, Room 315
Columbia, Missouri 65201
Phone: 573-886-4480
Fax: 573-886-4340



OFFEROR has examined copy of Addendum #1 to Request for Bid # 02-08FEB18-Street Rehab 2018 Lake of the Woods Subdivision, receipt of which is hereby acknowledged:

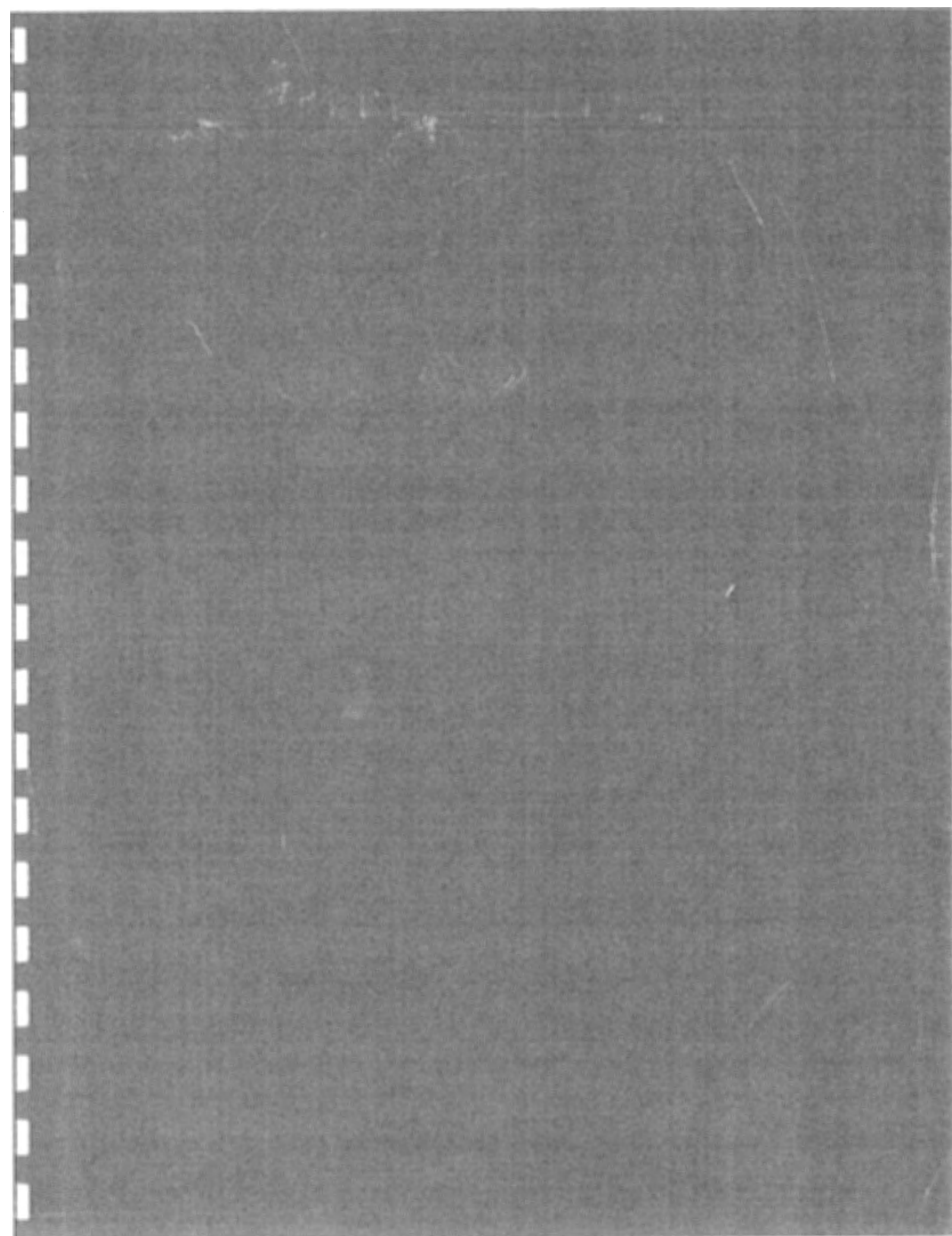
Company Name: CHRISTENSEN CONSTRUCTION COMPANY

Address: PO Box 159
KINGDOM CITY, MO 65262

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

Authorized Representative Signature: [Signature] Date: 2/7/18

Authorized Representative Printed Name: KENNY KNIPP - BUSINESS MGR



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 8th day of March 20 18

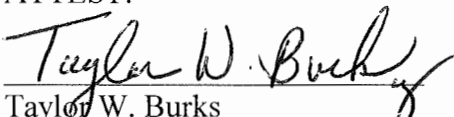
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between the 13th Judicial Circuit Court and Family Facets for Child Permanency Services.


The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Child Permanency Services Agreement.


Done this 8th day of March, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

AGREEMENT FOR CHILD PERMANENCY SERVICES

THIS AGREEMENT, entered into by and between the 13th Judicial Circuit Court (the Court) and Family Facets,

WHEREAS, the Court has worked with a committee to develop a program for reunifying children ages 0-2 with their parents more quickly; and

WHEREAS, the Court desires to provide families whose children have been removed with tools and assistance to reunify their children more timely and remain intact; and

WHEREAS, the Court currently receives Children's Services grant funding for such a program for the calendar 2018 year; and

WHEREAS, Family Facets provides these services through a program called "Child Permanency Services.

NOW, THEREFORE, it is agreed to between the parties as follows:

- A. Family Facets will provide services on the following basis:
 - 1. Family Facets will meet with an executive team to review referred families taking up to 25 cases per year.
 - 2. Family Facets will provide services to the families using evidence based best practices in agreement with the Court.
 - 3. Family Facets will not charge the family for the services provided.
- B. Family Facets will report to the Court as follows:
 - 1. Family Facets will provide updates on families accepted into the program to the Court, Juvenile Office, and appropriate agencies.
 - 2. Family Facets will provide to the Court a bill of all services provided the previous month, with that amount being billed to the Court.
- C. The Court will pay Family Facets for its services provided not to exceed the Children's Health Services grant award of \$208,078.20 in 2018.
- D. The Child Permanency Services program will be supervised by Rachel Bailey who is a clinical director at Family Facets, or by another Family Facets Program Manager mutually acceptable to the parties. All staff and others involved in the execution of the programs shall be employees of Family Facets, not of the Court.

- E. Services may be provided at Family Facets, 701 Vandiver Drive, Columbia MO 65202. All facilities are ADA accessible and accessible via public transportation. Services may also be provided at the family's home, or another location mutually agreed upon by the family and Family Facets.
- F. Family Facets will document the progress of families referred to the program and will report to the Court information regarding success or failure of referred individuals in completing the program.
- G. Family Facets will maintain comprehensive liability insurance in the minimum amount of \$1,000,000 (premises and professional liability).
- H. Family Facets will cooperate with the Court in conducting surveys of referred individuals regarding program quality and the required grant reports.
- I. Family Facets will accommodate any non-English speaking clients and be responsible for any associated costs.
- J. All obligations of the Court under this Agreement which require the expenditure of funds are conditional upon availability of funds appropriated for that purpose.
- K. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
- L. As a condition for the award of this contract in order to comply with the provisions of Sec. 285.530, RSMo, Family Facets 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. A Work Certification Affidavit is attached hereto and made a part hereof.
- M. The agreement shall terminate on December 31, 2018, if not earlier terminated by the parties as set forth above, and may be renewed for 2019 based on available funding, upon the subsequent mutual agreement of the parties.

IN WITNESS WHEREOF, the parties set their hands on the date(s) below:

13th Judicial Circuit

By: Mary Griffin
 DATED: 2-20-18

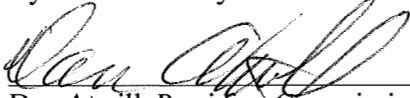
Family Facets

By: Shirley C Scarfoss
 DATED: 2-21-2018

APPROVED AND ACCEPTED FOR DOCUMENTATION AND AUDITING PURPOSES:

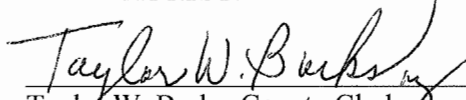
BOONE COUNTY, MISSOURI

By: Boone County Commission



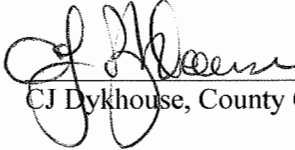
Dan Atwill, Presiding Commissioner

ATTEST:



Taylor W. Burks, County Clerk

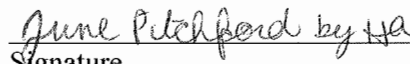
APPROVED AS TO FORM:



CJ Dykhouse, County Counselor

AUDITOR CERTIFICATION:

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

	2-28-18	1243-71101 \$209,000
Signature	Date	Appropriation Account/Amount

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

In the County Commission of said county, on the 8th day of March 20 18

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

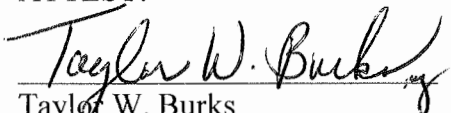
Now on this day the County Commission of the County of Boone does hereby approve the attached Cooperative Agreements for K-9 Basic Training Services and K-9 Maintenance Training Services between Boone County and:

- Clinton County, Missouri Sheriff's Department (K-9 Basic Training)
- Moniteau County, Missouri Sheriff's Department (K-9 Basic Training)
- Brookfield, MO Police Department (K-9 Maintenance Training)

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

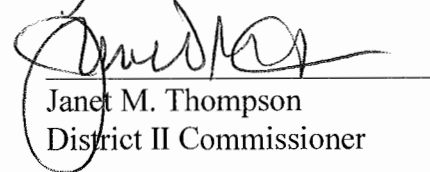
Done this 8th day of March, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

COOPERATIVE AGREEMENT FOR K-9 BASIC TRAINING SERVICES

THIS AGREEMENT dated the 15th day of January, 2018, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Clinton County Mo. Sheriff's Department (Agency):

WHEREAS, BCSD can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSD can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSD's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSD agrees to provide Agency's K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to marijuana, cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 15th day of January, 2018, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: CLINTON COUNTY SHERIFF

By:

Irvin M. Fogg Jr

Printed Name: IRVIN M. FOGG JR

Dated: 02-01-2018

ATTEST:

BOONE COUNTY, MISSOURI

By:

Daniel K. Atwill

Daniel K. Atwill, Presiding Commissioner

Dated: 3-8-18

ATTEST:

Taylor W. Burkley

Wendy S. Noren, County Clerk

Taylor W. Burkley

APPROVED – BCSD:

Dwayne Carey

Dwayne Carey, Sheriff

APPROVED AS TO FORM:

C.J. Dykhouse

C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

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

Jane Pittsford by fa *02/22/18*

Auditor

Date

Revenue only

Boone County Sheriff's Department

INVOICE

2121 County Drive
Columbia, MO 65202

573-875-1111

SOLD TO:

Clinton County Sheriff's Dept
207 N. Main St #6
Plattsburg, MO 64477

INVOICE NUMBER	
INVOICE DATE	January 15, 2018
OUR ORDER NO.	
YOUR ORDER NO.	
TERMS	
SALES REP	G. German
SHIPPED VIA	
F.O.B.	
PREPAID or COLLECT	

SHIPPED TO:

N/A

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	BCSD K-9 New dog basic training class Columbia, MO \$1,800.00 due upon execution of contract. Agency may pay full amount up front if desired.	3,600.00	\$3,600.00
		SUBTOTAL	3,600.00
		TAX	0.00
		FREIGHT	
			\$3,600.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
Captain Gary German
573-875-1111
ggerman@boonecountymmo.org

MAKE ALL CHECKS PAYABLE TO:
Boone County
2121 County Dr
Columbia, MO 65202
573-875-1111

THANK YOU FOR YOUR BUSINESS!

**COOPERATIVE AGREEMENT
FOR K-9 BASIC TRAINING SERVICES**

THIS AGREEMENT dated the 25th day of August, 2017, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Moniteau County MO Sheriff's Department (Agency):

WHEREAS, BCSD can provide K-9 basic training through its certified K-9 training staff; and

WHEREAS, BCSD can assist Agency in selecting a canine for purchase from an approved vendor to receive the training; and

WHEREAS, Agency desires to procure a canine to receive training from a vendor approved by County and train one of Agency's officers as that canine's handler through the BCSD's K-9 basic training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **ASSISTANCE WITH PROCUREMENT OF CANINE.** County's K-9 trainer will provide advice on the selection of an appropriate canine from a vendor approved by County. The approved vendor will provide a minimum of a 6-month trainability guarantee and a 1-year health guarantee on a purchased canine that will run to the benefit of Agency. County will provide Agency with information about approved vendors.
2. **TRAINING.** BCSD agrees to provide Agency's K-9 handler and canine basic training by and through BCSD's certified staff. Training areas will include obedience, tracking, area search, article search, building search, and narcotics detection with respect to marijuana, cocaine, heroin, and methamphetamines. The training shall consist of not less than forty (40) sessions, with each session consisting of approximately one, 8-hour day. The training will be conducted over a period of eight (8) weeks, Monday – Friday, in regularly-scheduled sessions during that 8-week period. Agency will receive a certificate documenting successful completion of the BCSD's program if the K-9 team meets the standards and requirements of the Missouri Police Canine Association at the conclusion of the training contemplated herein.
3. **EMPLOYED STATUS OF K-9 HANDLER.** Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.
4. **CONTRACT PRICE AND PAYMENT.** Agency shall pay County a total sum of Three Thousand Six Hundred Dollars (\$3,600.00) for the training contemplated herein, calculated at a rate of \$90.00/session. Agency may pay the full amount upon execution of this contract or, at Agency's option, Agency shall pay one-half, or \$1,800.00, upon execution of this contract and the remaining one-half, or \$1,800.00, after twenty (20) sessions have been completed.

5. **TERM AND TERMINATION.** The Agreement contemplates training sessions to commence on or about the 1st day of October, 2017, and sessions will proceed consecutively, Monday – Friday, for a period of eight (8) weeks as scheduled by County. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate. Upon termination for convenience by either party, the parties will reconcile the payments paid and/or due based on the number of sessions attended at the rate of \$90.00 per session (with each session being approximately one, 8-hour day).
6. **MODIFICATION AND WAIVER.** No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.
7. **FUTURE COOPERATION.** The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.
8. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.
9. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Moni-Tew County Sheriff
 By: [Signature] - Sheriff
 Printed Name: Tony Wheatley
 Dated: 11-1-17

BOONE COUNTY, MISSOURI
 By: [Signature]
 Daniel K. Atwill, Presiding Commissioner
 Dated: 3-8-18

ATTEST:

ATTEST:
[Signature]
 Wendy S. Noren, County Clerk
 Taylor W. Bucks,
 APPROVED – BCSD:
[Signature]
 Dwayne Carey, Sheriff
 APPROVED AS TO FORM:
[Signature]
 C.J. Dykhouse, Boone County Counselor

CERTIFICATION:
 I certify that this contract is within the
 process of the appropriation to which it is
 to be charged and there is an unencumbered
 balance of such appropriation sufficient
 to pay the costs arising from this contract.
[Signature] Approved by 02122118
 Auditor Date
 . Revenue Only

K-9 MAINTENANCE TRAINING AGREEMENT

THIS AGREEMENT dated the 1st day of July, 2017, is entered into by and between Boone County, Missouri (County), by and through the Boone County Sheriff's Department (BCSD), and Brookfield MO Police Department (Agency):

WHEREAS, BCSD can provide K-9 maintenance training through its certified K-9 training staff; and

WHEREAS, Agency desires to send its K-9 and handler through the BCSD's K-9 maintenance training program; and

WHEREAS, County and Agency have the authority to cooperate with each other for the purposes of this Agreement pursuant to RSMo §70.220;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. MAINTENANCE TRAINING. BCSD agrees to provide Agency's K-9 handler and K-9 maintenance training by and through BCSD's certified staff. Training areas will include obedience, narcotics detection, tracking, building search, area search, article search, K-9 aggression control, and scenario-based training. The training shall consist of not less than twenty (20) sessions. Agency will receive a certificate documenting successful completion of the BCSD's program.

2. EMPLOYED STATUS OF K-9 HANDLER. Agency agrees that the training contemplated herein is within the scope and course of its handler's employment and Agency will be responsible for all appropriate compensation and the provision of Worker's Compensation coverage to Agency's employee. Agency's handler will execute a Waiver & Release as set out in the attached Exhibit "A" prior to being permitted to participate in the training.

3. CONTRACT PRICE AND PAYMENT. Agency shall pay County a total sum of One Thousand Eight Hundred Dollars (\$1,800.00) for the training contemplated herein, calculated at a rate of \$90/session. Agency shall pay one-half, or \$900.00, upon execution of this contract and the remaining one-half, or \$900.00, after ten (10) sessions have been completed.

4. TERM AND TERMINATION. The term of this Agreement shall begin immediately upon execution of the same for a period of one-year, and may be renewed for two (2) additional, one-year contracts on the same terms and conditions as set forth herein. Either party may terminate this Agreement at any time by providing the other written notice of their intent to terminate at least 90 days in advance of the intended termination date. In the event of a termination, the parties will reconcile the payments paid and/or due based on the number of sessions attended and the rate of \$90.00 per session.

5. MODIFICATION AND WAIVER. No modification or waiver of any provision of this Agreement nor consent to any departure therefrom, shall in any event be effective, unless the same shall be in writing and signed by County and Agency and then such modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which mutually agreed.

6. FUTURE COOPERATION. The parties agree to fully cooperate with each other to give full force and effect to the terms and intent of this Agreement.

7. **ENTIRE AGREEMENT.** The parties state that this document contains the entire agreement between the parties, and there are no other oral, written, express or implied promises, agreements, representations or inducements not specified herein.

8. **AUTHORITY.** The signatories to this Agreement warrant and certify that they have obtained the necessary authority, by resolution or otherwise, to execute this Agreement on behalf of the named party for whom they are signing.

SO AGREED.

AGENCY: Brookfield Police Dept

By:

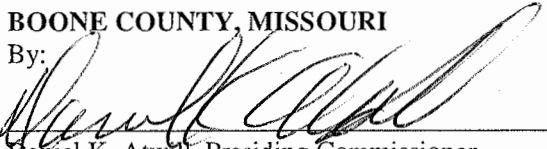


Printed Name: Joel O. Dow

Dated: 10-24-2017

BOONE COUNTY, MISSOURI

By:

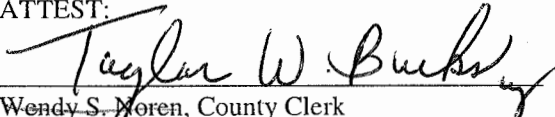


Daniel K. Atwill, Presiding Commissioner

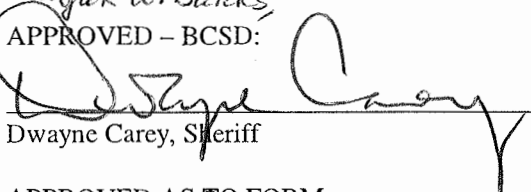
Dated: 3-8-18

ATTEST:

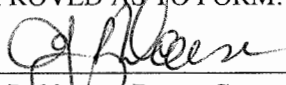
ATTEST:


Wendy S. Noren, County Clerk

Taylor W. Burks
APPROVED - BCSD:


Dwayne Carey, Sheriff

APPROVED AS TO FORM:


C.J. Dykhouse, Boone County Counselor

CERTIFICATION:

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

Jane Richwood by me 02-12-2018
Auditor Date

Revenue Only

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

March Session of the January Adjourned

Term. 20 18

County of Boone

} ea.

In the County Commission of said county, on the 8th day of March 20 18

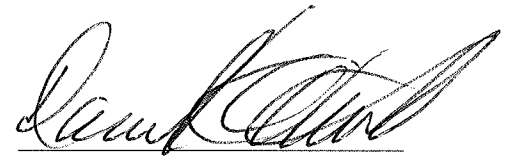
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by the City of Columbia for April 5, May 3, and June 7, 2018 from 4:00 p.m. to 7:30 p.m.

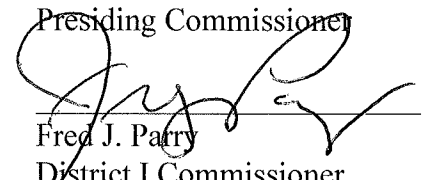
Done this 8th day of March, 2018.

ATTEST:

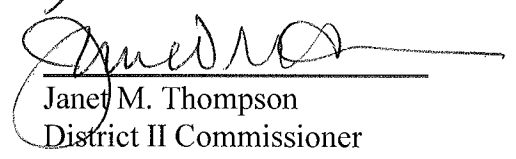
Taylor W. Burks
Taylor W. Burks
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization: City of Columbia
Address: 701 E Broadway
City: Columbia State: MO ZIP Code: 65201
Phone: 573-817-5025 Website: www.como.gov
Individual Requesting Use: Barbara Buffaloe Position in Organization: Sustainability Manager

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic
Event: Mayor's Task Force on Climate Action & Adaptation monthly meetings
Description of Use (ex. Speaker, meeting, reception): Meeting
Date(s) of Use: 4/5/18, 5/3/18, 6/7/18, 7/5/18, 8/2/18, 9/6/18, 10/4/18, 11/1/18, 12/6/18 <- First Thursdays
Start Time of Setup: 4:00 PM AM/PM Start Time of Event: 4:30 PM AM/PM
End Time of Event: 7:00 PM AM/PM End Time of Cleanup: 7:30 PM AM/PM

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
2. To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
3. To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
4. To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
5. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Barbara Buffaloe / Sustainability Manager
Phone Number: 817-5025 Date of Application: 2/23/18
Email Address: barbara.buffaloe@como.gov

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:
Taylor W. Buchmyer
County Clerk
DATE: 3-8-18

BOONE COUNTY, MISSOURI
Roger B. Wilson
County Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ca.

March Session of the January Adjourned

Term. 20 18

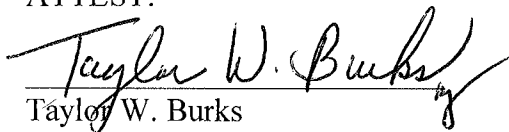
In the County Commission of said county, on the 8th day of March 20 18

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

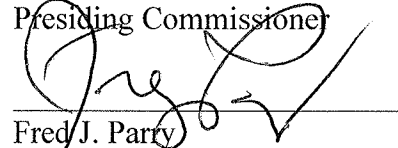
Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Government Center Chambers by Baha'i Faith Community for April 21, 2018 from 1:00 p.m. to 9:00 p.m.


Done this 8th day of March, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY CONFERENCE ROOMS

The undersigned organization hereby applies for a use permit to use Boone County Government conference rooms as follows:

Organization :Bahai

Address: 205Blue Sky Court

City: Columbia State: MO ZIP Code65203

Phone:573-445-6853 Website: www.columbiabahai.org

Individual Requesting Use: Farah Nieuwenhuizen Position in Organization: Assistant secretary

Facility requested: Chambers Room 301 Room 311 Room 332 Centralia Clinic

Event: Celebrating Bahai intercalary days

Description of Use (ex. Speaker, meeting, reception): Speaker and reception

Date(s) of Use: Saturday April 21/2018

Start Time of Setup: 1:00 pm AM/PM Start Time of Event: 2:00pm AM/PM

End Time of Event: 8:00 pm AM/PM End Time of Cleanup: 9:00pm AM/PM

- The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:
 - To abide by all applicable laws, ordinances and county policies in using Boone County Government conference rooms.
 - To remove all trash or other debris that may be deposited (by participants) in rooms by the organizational use.
 - To repair, replace, or pay for the repair or replacement of damaged property including carpet and furnishings in rooms.
 - To conduct its use in such a manner as to not unreasonably interfere with Boone County Government building functions.
 - To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use of rooms as specified in this application.

Organization Representative/Title: Assistant of the secretary

Phone Number:573-445-6853 Date of Application, March2nd/2018

Email Address:farahn19@yahoo.com

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

PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY GOVERNMENT CONFERENCE ROOMS

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

ATTEST:

County Clerk

BOONE COUNTY, MISSOURI

County Commissioner

DATE: 3-8-18

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

March Session of the January Adjourned

Term. 20 18

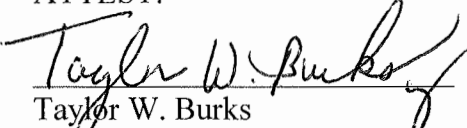
In the County Commission of said county, on the 8th day of March 20 18
the following, among other proceedings, were had, viz:

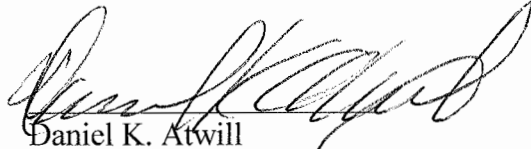
Now on this day the County Commission of the County of Boone does hereby re-appoint the following:

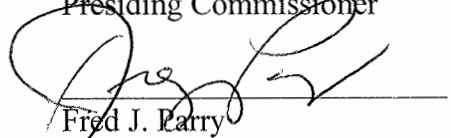
Name	Board	Period
Ann Gafke	Vicious Dog Advisory Board	April 1, 2018 through March 31, 2021
Owenetta Murray	Senior Citizen Services Corporation	April 1, 2018 through March 31, 2021
Thomas Nelson	Industrial Development Authority	April 1, 2018 through March 31, 2024

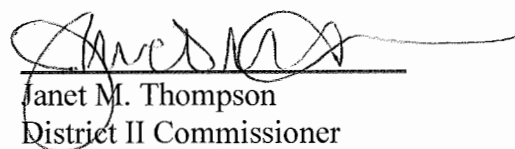
Done this 8th day of March, 2018.

ATTEST:


Taylor W. Burks
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner