

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ca.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

2nd

day of

June

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 15-09APR20 – 2020 Chip Seal Pavement Preservation to Missouri Petroleum Products Co., LLC.

Terms of the 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 2nd day of June 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
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: May 21, 2020
RE: 15-09APR20 – 2020 Chip Seal Pavement Preservation

15-09APR20 – 2020 Chip Seal Pavement Preservation opened on April 9, 2020 with two bids received. Resource Management recommends award by lowest responsive bid to Missouri Petroleum Products Co., LLC.

Cost of the Boone County contract is \$687,905.74. There will be a 5% contingency of \$34,395.29 added for a Purchase Order total of \$722,301.03, which will be paid from department 2041 – Infrastructure Preservation and Rehab, account 71202 – Contractor Costs.

Boone County Budgeted amount for this contact is \$550,000. Balance is being shifted from the other pavement preservation contract.

Attached is the bid tabulation for your review.

cc: Daniel Haid, Resource Management
Bid File

ATT: Bid tabulation

**15-09APR20 - 2020 CHIP SEAL
PRESERVATION FOR BOONE AND
CALLAWAY COUNTIES AND THE CITY OF
FULTON**

				Vance Brothers		Missouri Petroleum Products	
BID TABULATION				Unit Price	Total	Unit Price	Total
Bid Item	Description	Unit	Qty				
4.9.1.	3/8" Preservation Chip Seal Treatment	SY	526,880	\$2.62	\$1,380,425.60	\$2.29	\$1,206,555.20
4.9.2.	Temporary Centerline Markers (Spaced 40' o/c)	EA	2,315	\$2.00	\$4,630.00	\$2.00	\$4,630.00
4.9.3.	Additional Post-Sweeping (per Section 2.33.4.2.1.)	SY	288,302	\$0.10	\$28,830.20	\$0.08	\$23,064.16
4.9.4.	Traffic Control, City of Fulton	SY	98,816	\$0.27	\$26,680.32	\$0.05	\$4,940.80
BID TOTAL					\$1,440,566.12		\$1,239,190.16
4.9.5.	Minimum Quantity Required for Additional Post-Sweeping	SY			75,000		70,000
4.7.	Prompt Payment Terms			Net 30		Net 30	
4.8.	ACH for payment of invoices? (Yes or No)			Yes		Yes	

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), and **Missouri Petroleum Products Co., LLC**, (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 15-09APR20
2020 CHIP SEAL PAVEMENT PRESERVATION
BOONE COUNTY, MISSOURI**

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

	<u>Qty</u>	<u>Unit Price</u>	<u>Extended Price</u>
4.9.1. 3/8" Preservation Chip Seal Treatment	288,302 SY	\$2.29	\$ 660,211.58
4.9.2. Temporary Centerline Markers	2,315 EA	\$2.00	\$ 4,630.00
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.)	288,302 SY	\$0.08	\$ 23,064.16
TOTAL			\$ 687,905.74

The contract award for Boone County's 2020 Chip Seal Pavement Preservation is to **be in the amount of \$687,905.74**

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

- Introduction and General Conditions Bidding
- Primary Specifications
- Response Presentation and Review
- Response Form
- Project List and Location Map
- Statement of Bidders Qualifications
- Standard Terms and Conditions
- Debarment Certificate
- Instructions for Compliance with House Bill 1549
- Work Authorization Certification
- Certification of Individual Bidder
- Affidavit for Certification of Individual Bidder
- Anti-Collusion Statement
- Signature and Identity of Bidder
- Bidder's Acknowledgement
- Prevailing Wage Order 26 (Filed 3/8/2019)
- Affidavit of Compliance with OSHA

Affidavit of Compliance with Prevailing Wage Law
Performance Bond,
Labor & Material Payment Bond

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

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

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

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

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

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

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

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

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third

Commission Order # _____

person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the County, and that the County may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

The County agrees to pay the Contractor in the amount: **\$687,905.74**

Six Hundred Eighty-Seven Thousand, Nine Hundred Five Dollars and Seventy-Four Cents.
(\$687,905.74)

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6/2/2020
at Columbia, Missouri. (Date)

**MISSOURI PETROLEUM PRODUCTS
CO., LLC**

BOONE COUNTY, MISSOURI

DocuSigned by:
By: Mike Hartman
60B32A1F0CF94D1...
Title: Vice President

By: Boone County Commission
DocuSigned by:
Daniel K. Atwill
8418934CE78E4EE...
Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:
DocuSigned by:
Brianna L Lennon by MT
8418934CE78E4EE...
County Clerk

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

DocuSigned by: <u>[Signature]</u> Signature 184244D...	5/26/2020 Date	2041/71202 - \$687,905.74 Appropriation Account
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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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all 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

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.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Missouri Petroleum Products Company LLC, 1620 Woodson Rd., St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

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

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are

held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in

the amount of Six Hundred Eighty Seven Thousand, Nine Hundred Five and 74/100 (\$687,905.74) 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: 2020 Chip Seal Pavement Preservation

Project No.: 15-09APR20

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

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

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

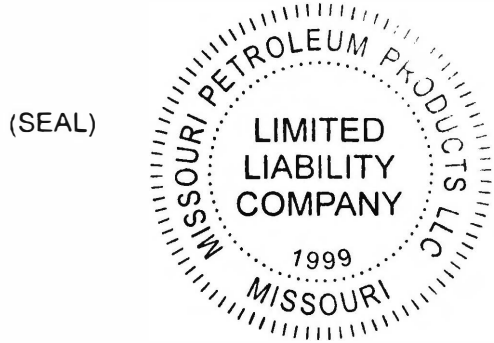
Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at St. Louis, MO / Kansas City, MO on this _____ day of _____, 20____



(SEAL)

(SEAL)

Missouri Petroleum Products Company LLC
(Contractor)

BY:  **Mike Hartman**
Vice President

Liberty Mutual Insurance Company
(Surety Company)

BY: 
Debra J. Scarborough (Attorney-in-Fact)

BY: 
(Missouri Representative)
Debra J. Scarborough

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

Surety Contact Name: Surety Claims
Phone Number: (618) 357-9500
Address: 2815 Forbs Ave., Ste. 200
Hoffman Estates, IL 60192

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

Missouri Petroleum Products Company LLC, 1620 Woodson Rd., St. Louis, MO 63114

as Principal, hereinafter called Contractor, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116 (617) 357-9500

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

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

Six Hundred Eighty Seven Thousand, Nine Hundred Five and 74/100 Dollars,

(\$ 687,905.74), 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: 2020 Chip Seal Pavement Preservation

Project No.: 15--09APR20

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR: Missouri Petroleum Products Company LLC (Seal)

BY: [Signature]

**Mike Hartman
Vice President**

SURETY COMPANY Liberty Mutual Insurance Company

BY: [Signature]

Debra J. Scarborough (Attorney-in-Fact)

BY: [Signature]

(Missouri Representative)

Debra J. Scarborough

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

Surety Contact Name: Surety Clai sn
Address: 2815 Forbs Ave., Ste. 200
Hoffman Estates, IL 60192

Phone Number: (617) 357-9500

LABOR AND MATERIAL
PAYMENT BOND



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE SPECIFICALLY AGREED IN WRITING TO PROVIDE ADDITIONAL INSURED STATUS UNDER THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9241203

Named Insured: LIONMARK CONSTRUCTION COMPANIES, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9241203

Named Insured: LIONMARK CONSTRUCTION COMPANIES, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

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Page 1 of 1

POLICY NUMBER: ZACAT9241203

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:
SCHEDULE
Name(s) Of Person(s) Or Organization(s): ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.</p>	<p>ALL LOCATIONS AND PROJECTS OF THE INSURED</p>

A. Section II ---- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ZAGLB9218903

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAGLB9218903

Named Insured: LIONMARK CONSTRUCTION COMPANIES, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

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Page 1 of 1

POLICY NUMBER: ZACAT9241203

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS
REQUIRED BY WRITTEN CONTRACT WITH SUCH PERSON OR ORGANIZATION
PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV—Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: ZAWCI938803

Named Insured: LIONMARK CONSTRUCTION COMPANIES, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

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Page 1 of 1

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

POLICY NUMBER: ZAWCI938803

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO A LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-19** Policy No. ZAWCI938803 Endorsement No. Insured

LIONMARK CONSTRUCTION COMPANIES, LLC

Premium \$ **INCL.** Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **09-07-19**

WC 00 03 13

(Ed. 4-84)

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name:
Missouri Petroleum Products Co., LLC
- 4.2. Address:
1620 Woodson Road
- 4.3. City/Zip:
St. Louis, MO 63114
- 4.4. Phone Number:
(314) 378-3911
- 4.5. Email Address:
timp@missouripetroleum.com
- 4.6. Federal Tax ID:
43-1845744
- 4.6.1. (x) Corporation
() Partnership - Name _____
() Individual/Proprietorship - Individual Name _____
() Other (Specify) _____
- 4.7. Prompt Payment Terms: Net 30
- 4.8. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes

4.9. PRICING

Description	Unit	Qty	Unit Price	Total
4.9.1. 3/8" Preservation Chip Seal Treatment	SY	526,880	\$ 2.29	\$ 1,206,555.20
4.9.2. Temporary Centerline Markers (Spaced 40' o/c) *Note: Quantity shown is the Boone County estimated quantity. Callaway County and City of Fulton do not plan to install centerline markers but this pricing shall be available to all contracting agencies to use at their discretion.	EA	2,315	\$ 2.00	\$ 4,630.00
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.) * Note: Quantity shown is the Boone County estimated quantity. Callaway County and City of Fulton do not plan to use this item but this pricing shall be available to all contracting agencies to use at their discretion so long as quantity meets Section 4.9.5.	SY	288,302	\$ 0.08	\$ 23,064.16
4.9.4. Traffic Control, City of Fulton	SY	98,816	\$ 0.05	\$ 4,940.80
4.9.5. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.4.2.1.		70,000 SY		
BID TOTAL				\$ 1,239,190.16

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

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

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

<u>DATE</u>	<u>ADDENDUM NUMBER</u>
3/18/2020	1
4/01/2020	2

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

There will be no sub-contractors used on this job.

4.12. Authorized Representative (Sign by Hand):



4.12.1. Type or Print Signed Name:

Michael Hartman

4.12.2. Today's Date: 4/8/2020



**ADDENDUM #1 to RFB 15-09APR20
2020 CHIP SEAL PAVEMENT PRESERVATION FOR
BOONE AND CALLAWAY COUNTIES, AND THE CITY of FULTON**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Bid #15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway
Counties and the City of Fulton**

ADDENDUM # 1 - Issued March 18, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 15-09APR20:

1. **ADD** the following **NOTE** to Bid Submission and Bid Opening information on page 1 of the subject RFB and references throughout the subject RFB:

NOTE: Due to concerns about public contact and the spread of the Covid-19 novel virus, the bidder may only submit their sealed bid by way of the USPO or courier mail. In-person bid delivery shall not be allowed at this time. Please take this requirement into consideration as the bid submission due date approaches. Allow enough time to post the bid given scheduling unknowns and other timing factors the country is presently experiencing. Also please be aware that e-mailed bids are not allowed. If more time is needed, please contact the Buyer in sufficient time to allow for a formal addendum to be issued to move the bid submission/opening date. Regarding the public bid opening, it is not advised that the bidder be present for the bid opening although all results are public and will be posted on-line for public viewing shortly after the bid opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation.

2. **REVISE** information about the Pre-Bid Meeting on page 1:

Pre-Bid Meeting: The meeting will be conducted by teleconference only. Interested bidders have the option to submit questions in advance and/or to attend the teleconferenced pre-bid meeting.

Day/Date: Wednesday, March 25, 2020

Time: 10:30 A.M.

Location/Address: In order to reduce public contact in an effort to contain the spread of the Covid-19 novel virus, the pre-bid meeting will only be conducted via teleconference.

Call-in Number for Teleconference:

Dial-In Number: 701-801-1211

Access Code: 758-401-651

All questions and requests for attending via conference call must be referred to Buyer Robert Wilson prior to the scheduled pre-proposal conference.

This addendum is issued in accordance with the RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response.

By: Robert Wilson *by for*
Robert Wilson, Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for Bid #15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton**, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC

Address: 1620 Woodson Road
St. Louis, MO 63114

Telephone: 314-378-3911 Fax: 314-991-9624

Federal Tax ID (or Social Security #): 43-184 544

Print Name: Michael Hartman Title: Vice President

Authorized Signature:  Date: 4/8/2020

Contact Name and E-Mail Address to receive documents for electronic signature:

Tim Parker timp@missouripetroleum.com



Boone County Purchasing

613 E. Ash Street, Room 113

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Bid 15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties
and the City of Fulton**

ADDENDUM # 2 - Issued April 1, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 15-09APR20:

1. The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson

rwilson@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

2. Bids can be dropped off at the door of the Boone County Annex Building in designated bid dropboxes on the opening date of April 9, 2020. Please contact Robert Wilson at 573-886-4393 with any questions.

This addendum is issued in accordance with the RFB and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By:

A handwritten signature in black ink, appearing to read "Robert Wilson", is written over a horizontal line.

**Robert Wilson, Buyer
Boone County Purchasing**

The bidder has examined **Addendum #2 to Request for Bid #15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton**, receipt of which is hereby acknowledged:

Company Name: Missouri Petroleum Products Co., LLC

Address: 1620 Woodson Road
St. Louis, MO 63114

Telephone: 314-378-3911 Fax: 314-991-9624

Federal Tax ID (or Social Security #): 43-1845744

Print Name: Michael Hartman Title: Vice President

Authorized Signature:  Date: 4/8/2020

Contact Name and E-Mail Address to receive documents for electronic signature:
Tim Parker timp@missouripetroleum.com

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 88 If not under present firm name, list previous firm names and types of organizations.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
1	Boone/Callaway Cos.	\$691,120.37	100%
2	Lake Sherwood	\$168,326.16	100%
3	Elsberry Special	\$160,954.44	100%

3. General type of work preformed:

Chip Seal Preservation

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

(a) Number of contracts on which default was made: -0-

(b) Description of defaulted contracts and reason therefore:

5. List references:

Please see attached references

Dated at Overland, MO

this 8th day of April, 2020.

Missouri Petroleum Products Co., LLC

By 
(Signature)

Name of Organization(s)

Vice President

(Title of Person Signing)



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

REFERENCES:

2015 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	558,000
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	228,000
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	200,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Brendan O'Brien (573) 898-5823	114,000
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,000



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

REFERENCES:

2016 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	706,287
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	190,880
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	303,140
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	72,111
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	78,614



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

REFERENCES:

2017 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	637,074
City of Jennings	2120 Hord Ave Jennings, MO 63136	Jim Maixener (314)882-5038	64,013
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	322,596
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	122,841
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	38,107



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

REFERENCES:

2018 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties City of Columbia	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	406,828
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	200,623
Lincoln County	201 Main Street Troy, MO 63379	Dan Colbert (636) 262-8128	710,000
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	106,572
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	77,753



1620 Woodson Road
St. Louis, Missouri 63114

Phone: (314) 219-7305
Fax: (314) 991-9624

REFERENCES:

2019 Chipseal Jobs Completed

<u>Site</u>	<u>Address</u>	<u>Representative</u>	<u>Size</u>
Boone & Callaway Counties	601 E. Walnut Columbia, MO 65201	Dan Haid (573) 886-4480	320,183
Cole County	5055 Monticello Road Jefferson City, MO 65109	Eric Landwehr (573) 636-3614	207,888
City of Crestwood	3939 S.Lindberg BLVD Sunset Hills, MO 63127	Wesley E. Searcy (314) 849-3400	62,176
Elsberry Special	711 East Broadway Elsberry, MO 63343	Scott Paris (573) 898-5823	80,963
Lake Sherwood Estates	P.O. Box 1085 Lake Sherwood, MO 63357	Don Owensby (636) 828-5777	80,177

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.

(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.

Michael Hartman, Vice President

Name and Title of Authorized Representative



Signature

4/8/2020

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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



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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 **Missouri Petroleum Products Company LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.



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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



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ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible



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after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



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mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



E-VERIFY IS A SERVICE OF DHS

Company ID Number: 188670

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

Employer Missouri Petroleum Products Company LLC

Michael Drury

Name (Please Type or Print)

Title

Electronically Signed

Signature

02/09/2009

Date

Department of Homeland Security – Verification Division

Name (Please Type or Print)

Title

Signature

Date



Company ID Number: 188670

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Missouri Petroleum Products Company LLC

Company Facility Address: 1620 Woodson Road

Saint Louis, MO 63114

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification

Number: 431845744

North American Industry Classification Systems

Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)



Company ID Number: 188670

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Kathy M Jasmund	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 235235		
E-mail Address:	kjasmund@lionmark.com		
Name:	Michael E Drury	Fax Number:	(314) 991 - 1553
Telephone Number:	(314) 991 - 2180 ext. 214		
E-mail Address:	mike.drury@lionmark.com		

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

_____ N/A
Applicant Date Printed Name

N/A

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

BOONE COUNTY COMMISSION
**CONTRACTOR'S AFFIDAVIT
REGARDING
SETTLEMENT OF CLAIMS**

County Bid Number 15-09APR20

Vendor Job Number _____

Job Location Boone/Callaway Cos. & City of Fulton

_____ April 8 _____, 20 20

To the Boone County _____ Purchasing _____ Department
Columbia, Missouri

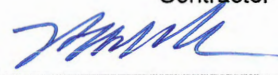
To Whom It May Concern:

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

Missouri Petroleum Products Co., LLC

Contractor

By



(Signature)

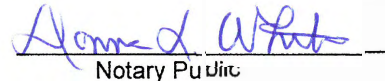
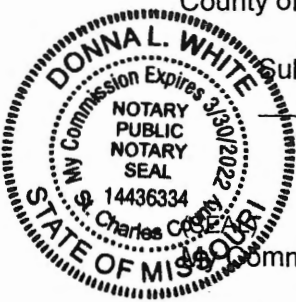
Vice President

(Title)

State of Missouri

County of St. Charles ss.

Subscribed and sworn to before me this 8th day of
April, 20 20, at Overland, MO


Notary Public

My Commission expires March 30, 20 22

AFFIDAVIT-SETTLEMENT OF CLAIMS

16.1

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF St. Charles

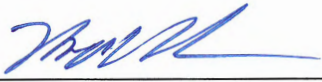
Michael Hartman, being first duly sworn, deposes and

says that he is Vice President
(Title of Person Signing)

of Missouri Petroleum Products Co., LLC
(Name of Bidder)

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

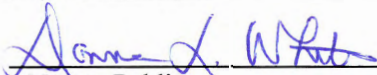
Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project

By 

By _____

By _____

Sworn to before me this 8th day of April, 20 20


Notary Public



My Commission Expires March 30, 2022

SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership joint venture
 corporation, incorporated under laws of the state of Missouri

Dated April 8, 20 20

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

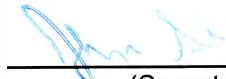
Address of principal place of business in Missouri:

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


Missouri Petroleum Products Co., LLC

(If a corporation – show its name above)

ATTEST:



(Secretary)



Vice President
(Title)

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

BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of St. Charles


On this 8th day of April, 20 20

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

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

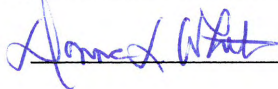
(if a partnership or joint venture) acknowledged that his executed same, with written authority from, and as the free act and deed of, all said partners or joint ventures.

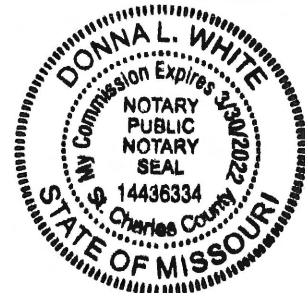
(if a corporation) that he is the


Vice President or other agent

of Missouri Petroleum Products Co., LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at, Overland, MO the day and year first above written. (SEAL) _____

 Notary Public



My Commission expires March 30, 20 22.

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Missouri Petroleum Products Company LLC
1620 Woodson Road
St. Louis, MO 63114

SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

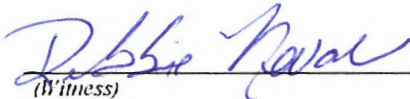
2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton, Bid No. 15-09APR20

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

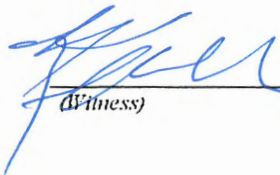
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of April, 2020

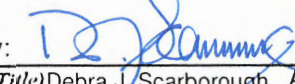

(Witness)

Missouri Petroleum Products Company LLC
(Principal) (Seal)

By: 
(Title) Vice President


(Witness)

Liberty Mutual Insurance Company
(Surety) (Seal)

By: 
(Title) Debra J. Scarborough Attorney-in-Fact
Surety Phone No. 617-357-9500



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM YOU HAVE
SPECIFICALLY AGREED IN WRITING TO PROVIDE
ADDITIONAL INSURED STATUS UNDER THIS POLICY.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: ZACAT9241203

Named Insured: LIONMARK CONSTRUCTION COMPANIES, LLC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10/1/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED -- OWNERS, LESSEES OR CONTRACTORS -- SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED

A. Section II ---- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: ZAGLB9218903

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS -- COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT. THIS INSURANCE IS PRIMARY AND NON-CONTRIBUTORY WITH ANY OTHER INSURANCE WHERE THE WRITTEN CONTRACT REQUIRES THAT THIS INSURANCE BE PRIMARY AND NON-CONTRIBUTORY. WHEN THE INSURANCE PROVIDED BY THIS ENDORSEMENT IS PRIMARY AND NON-CONTRIBUTORY, WE WILL NOT SEEK ANY CONTRIBUTION FROM ANY OTHER INSURANCE POLICY AVAILABLE TO THE ADDITIONAL INSURED ON WHICH THE ADDITIONAL INSURED IS A NAMED INSURED.	ALL LOCATIONS AND PROJECTS OF THE INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II -- Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

(Ed. 4-84)

POLICY NUMBER: ZAWCI938803

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT EXECUTED PRIOR TO A LOSS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **10-01-19** Policy No. ZAWCI938803 Endorsement No. Insured

LIONMARK CONSTRUCTION COMPANIES, LLC

Premium \$ **INCL.** Insurance Company **ARCH INSURANCE COMPANY**

Countersigned By _____

DATE OF ISSUE: **09-07-19**

WC 00 03 13

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

ADVANCE COPY



1620 Woodson Road
St. Louis, Missouri 63114
Phone: (314) 219-7312
Fax: (314) 991-9624
Email: drada@missouripetroleum.com
Web: www.missouripetroleum.com

April 6, 2020

Mr. Dan Haid, Project Manager
Boone County Resource Management
801 E. Walnut
Columbia, Missouri 65201

RE: Seal Coat Mix Design Submittal
Project Name: 2020 Chip Seal Pavement Preservation for Boone & Callaway Counties and the
City of Fulton
Project Bid: 15-09APR20

Dear Mr. Haid:

The following documents are included in this transmittal for your review and approval:

- For Grade A1 Aggregate:
 - Seal Coat Design Report
 - Seal Coat Design
 - Aggregate Supplier Report and Summary Letter
 - Interstate Testing Aggregate Report
- For all mix designs:
 - Bi-State Emulsion Certification Letter for CHFRS-2P Cationic High-Float Rapid Set Polymer-Modified emulsion
 - BASF Certification Letter for Butonal NX-1122X Latex
 - Technical Data Sheet
 - Safety Data Sheet

If you have any questions or need additional information, please contact me at my above phone or email address.

Sincerely,

Douglas J. Rada, P.E.
Operations Manager

Enclosure: Seal Coat Grade B1 Transmittal Package
Cc: Tim Parker, Project Manager (Chip Seal, Underseal & Fabric) via email



1620 Woodson Road
St. Louis, Missouri 63114
www.missouripetroleum.com
Phone: (314) 219-7312
Fax: (314) 991-9624

Aggregate Seal Coat Design Report

Aggregate Source: Iron Mountain Trap Rock Company, 325 Highway NN, Ironton, MO 63650

Aggregate Type: MODOT Grade A1: 3/8" x 1/4" (FWI Product #42)

Aggregate Application Rate: 22 pounds/square yard*

Emulsion Source: Bi-State Emulsions, 3714 Big Bend Industrial Ct, St. Louis, MO 63143

Emulsion Type: CHFRS-2P composed of SBR Polymer and BASF High Float
Blending Agent NX 1122 X

Emulsion Application Range: 0.36 gallons/square yard**

Douglas J. Rada, P.E.
Operations Manager

Monday, April 6, 2020
Date

Prepared for: 2020 Chip Seal Pavement Preservation Project for Boone & Callaway and City of Fulton, MO

*The design aggregate application rate of 22 pounds per square yard is a suggested maximum rate to avoid shelling.

**The design emulsion application rate has been determined to be optimum for the aggregate used. A variance of +/-0.02 gallons per square yard should be allowed based upon on site surface conditions. The contract target application rate of 0.36 gallons per square yard for a single lift of Grade A1 Porphyry may result in excessive flushing or bleeding. Changes to the emulsion application rate shall be made by the engineer on a site-by-site basis.

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



CHIP SEAL DESIGN

McLeod Method

Chapter 4 MnDOT
Seal Coat Design (2006)¹

¹Note: Corrected H to: $H = (M/1.139285) + (0.011506 * FI)$

N/A	Boone & Callaway	Bid No, 15-09APR20	Monday, April 6, 2020
District	County:	JOB / Location	Date
2020 Chip Seal Pavement Preservation	Boone County	MODOT A1	Missouri Petroleum
Project Name	Agency	Seal Coat Grade	Prime Contractor
Bi-State Emulsions	3714 Big Bend Industrial Ct, St. Louis, MO 63143		CHFRS-2P
Binder / Emulsion Source	Binder / Emulsion Source Location	Binder Grade / Emulsion Type	
Iron Mountain Trap Rock	1325 Highway N, Ironton, MO 63650	3/8" x 1/4" Seal Coat (FW! Product #42)	
Aggregate Source	Aggregate Location	Aggregate Material Type	

Average Gradation		MODOT 1003.2.2 Specification	Aggregate Location	Aggregate Material Type
Sieve	% Passing			
3/4	100	0.23	in, Median size of aggregate, M (See Graph @ D ₅₀)	
1/2	100	100	10%	Anticipated whip off, E (Drop Down)
3/8	99	95-100	0.4%	(Assume 10% unless very low volume, very low speed)
1/4	59			Aggregate Absorption (whole percent)
4	26	0-35	84.6	Loose unit weight of aggregate in lbs/ft ³ (W)
8	4		1000 - 2000	Average daily traffic count (Drop Down Menu)
16	1			
50	0			
200	0.3	0-2		

Surface condition (Drop down menu): (d) Slightly pocked, porous and oxidized surface

Type of bitumen to be used: Emulsions Residual Asphalt (%): 65
(in percent; use 67% def)

Is aggregate slag or absorptive gravel? (Drop Down Menu) _____ (Over 1% Absorption = Absorbive = Yes)

32 = Flakiness Index (%) 2.507 = Specific Gravity

SUMMARY OF RESULTS

		Average Least Dimension (H)	<u>0.206</u> inches
Application Rate of Aggregate	<u>22</u> Lbs. per sq. yd.		
		Voids in Loose Aggregate (V)	<u>48.00%</u>
Wheelpath	<u>0.34</u> Gals. Per sq. yd.		
Non Wheelpath*	<u>0.37</u> Gals. Per sq. yd.	Traffic Correction Factor (T)	<u>0.65</u>
Application of Liquid*	<u>0.36</u> Gals. Per sq. yd.		
*Note - For "Shoulders only" jobs use Non Wheelpath		Surface Condition Factor	<u>0.06</u>
		Absorbive Aggregate Factor	<u>0.02</u>



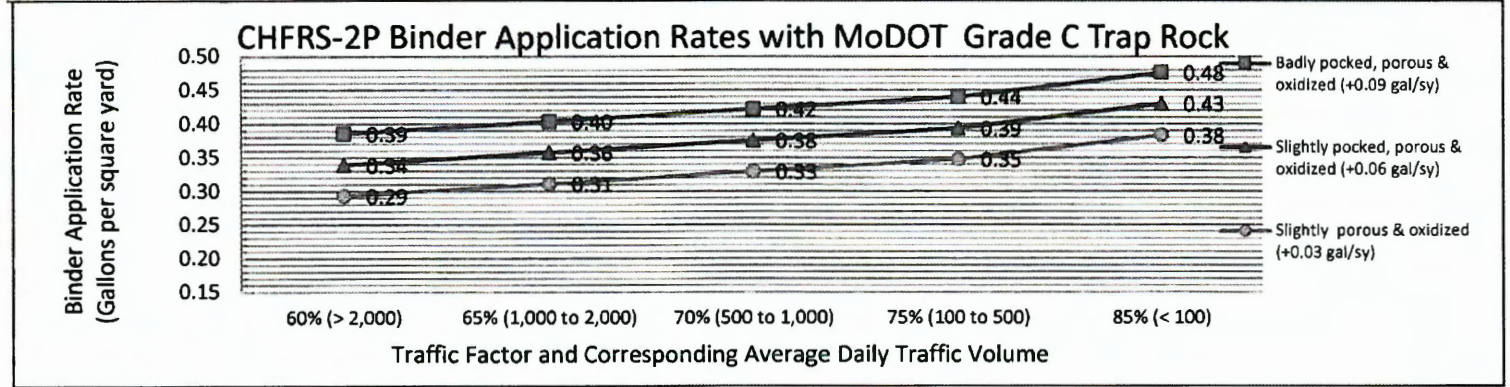
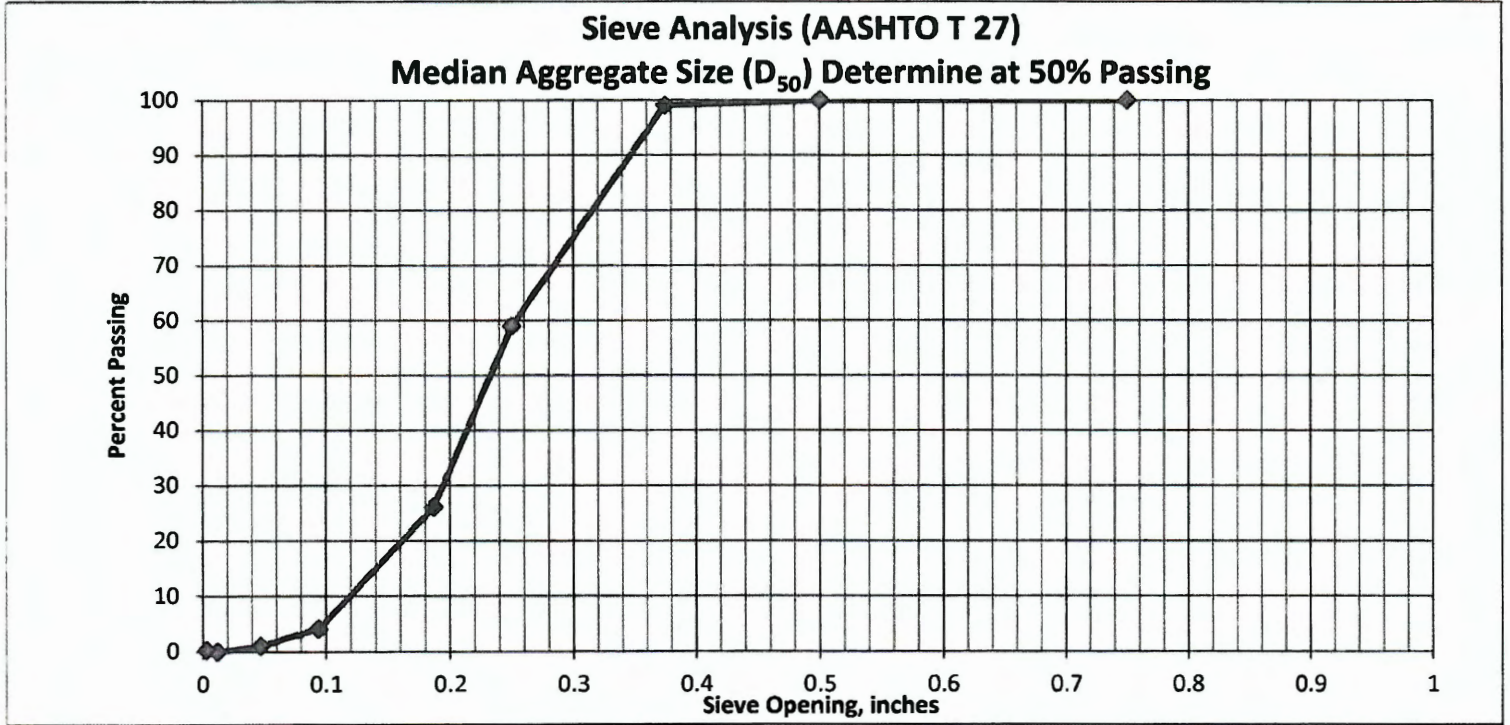
CHIP SEAL DESIGN McLeod Method

Chapter 4 MnDOT
Seal Coat Design (2006)¹

¹Note: Corrected H to: $H = (M/1.139285) + (0.011506 * FI)$

Designed by: D.Rada, Operations Manager

Date: Monday, April 6, 2020



Flakiness Index (FI) Calculation (Method FLH 508 using Utah DOT Part 8 Section 933.06 TABLE I)

Size Fraction	Weight Retained (grams)	Weight Passing (grams)
1/2 - 3/8	0	17.6
3/8 - 1/4	718.9	574.1
1/4 - No. 4	1293.0	375.0
TOTAL:	2011.9	966.7

FI = 32



April 3rd, 2020

Mr. Douglas Rada
Missouri Petroleum
St. Louis, MO 63114

Re: IMTR 3/8" x 1/4" – Grade A1 Seal Coat Aggregate, 15-09APR20-2020 Chip Seal Pavement Preservation for Boone County, Callaway County, & City of Fulton

Dear Mr. Rada:

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

A typical gradation of this material is as follows

Percent by Weight (Mass)

<u>Size</u>	<u>Gradation</u> (% Passing)	<u>Grade A1 Aggregate</u> <u>MoDOT Spec.</u> (%)
1/2"	100	100
3/8"	98	95-100
#4	19	0-35
#200	0.6	0-2
Deleterious Rock:	0.0%	Two Fractured Faces: 100%
Shale:	0.0%	Thin, Elongated Particles (5:1): 10%
Other Foreign Material:	0.0%	Micro-Deval Abrasion: 2%
Total Deleterious:	0.0%	Bulk Spec. Gravity / Absorption: 2.607 / 0.4%
		Dry Rodded / Loose Unit Wt.: 91.9 pcf / 84.6 pcf

If I may be of further service, please call.

Sincerely,

FRED WEBER, INC.
Material Services

Digitally signed by David B. Marshall, P.E.
DN: cn=David B. Marshall, P.E., o=Fred Weber, Inc.,
ou=Director of Quality Control,
email=dbmarshall@fredweberinc.com, c=US
Date: 2020.04.03 14:58:39 -05'00'

David B. Marshall, P.E.
Director of Quality Control

An Equal Opportunity Employer

2320 CREVE COEUR MILL ROAD * P.O. BOX 2501 * MARYLAND HEIGHTS, MISSOURI 63043-8501
314.344.0070 FAX 314.344.0970
WWW.FREDWEBERINC.COM



SOILS AND AGGREGATES
Sieve Analysis Report

Project : IMTR QC , Production/Stockpile/Loadout QC Client : Iron Mountain Trap Rock
 Contract / Lot : 91000 , Iron Mountain Trap Rock / Production
 Supplier / Site Iron Mountain Trap Rock - Iron Mountain, MO / Iron Mountain Trap Rock - Iron Mountain, MO
 Formation : Rhyolite (Porphyry)
 Testing Lab : PQ - IMTR Field Lab Quantity 0

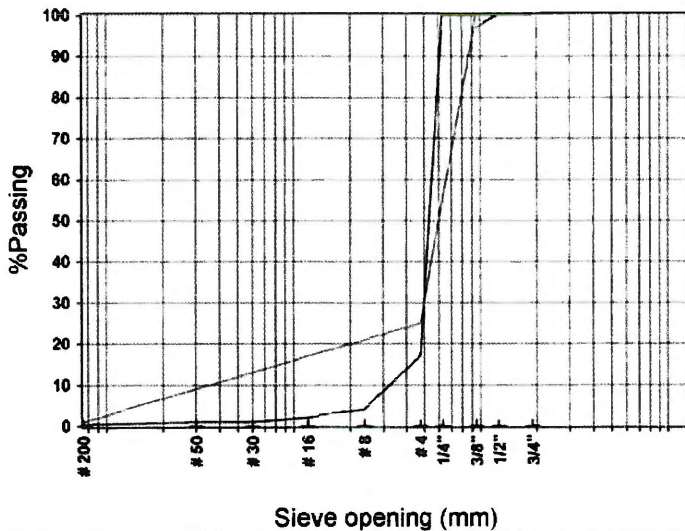
Sampling

Sampled by: Zach S. Mangan Sample No.: 20AGG0491
 Usage: Reference No.:
 Grading : Grade A1 Seal Coat-SEC. 1002-#42, Grade A1 Seal Coat Sampling date: 03/12/2020 12:30
 Sampling location: Belt Stream (IMTR Wash Plant #1) Receiving date: 03/12/2020

Sieve Analysis AASHTO T11/T27

Sieves	Cumulative % Passing	Specifications		Sieves	Cumulative % Passing	Specifications	
		Min	Max			Min	Max
3/4"	100	100	100				
1/2"	100	100	100				
3/8"	100	97	100				
1/4"	100						
# 4	17		25				
# 8	4						
# 16	2						
# 30	1						
# 50	1						
# 100							
# 200	0.3		1.0				

GRADING CHART



Washing / Cleanliness Standard	
Moisture Content Standard	
Fineness Modulus Standard	
CZ (Curvature Coefficient) CU (Uniformity Coefficient)	1.296 1.604
D ₁₀ : 3.463 D ₃₀ : 4.993 D ₆₀ : 5.553	
Remarks: North & South screens running @ 90%	
* = Non compliant	

Reported by: David B. Marshall, P.E. Date :03/13/2020 Verified by:



Interstate Testing Services

10440 Liberty Avenue • St. Louis, MO 63132
Tel. 314-994-0641

Date 3/16/2020
 Contract ID _____
 Job # MOPet
 Route _____

Material 3/8"x1/4"
 Producer/Supplier _____
 Plant _____
 Technician FH
 Sample ID P0222

T-27
GRADATION

	WEIGHT	PERCENT	GRAD.	Percent Passing
1"	0.0	100.0	100.0	100
3/4"	0.0	100.0	100.0	100
1/2"	0.0	100.0	100.0	100
3/8"	17.6	99.0	99.0	99
1/4"	701.3	58.8	58.8	59
4	574.1	25.8	25.8	26
8	375.0	4.3	4.3	4
16	52.2	1.3	1.3	1
30	10.3	0.7	0.7	1
50	4.0	0.5	0.5	0
100	2.6	0.3	0.3	0
200	2.0	0.25	0.3	0.3
PAN	0.9			
WET WT				
DRY WT.	1743.2			
WASHED WT.	1739.7			
P-200	3.5			



Bi-State Emulsions, LLC

3714 Big Bend Industrial Ct.

Maplewood, MO 63143

(314) 645-1818

Fax: (314) 558-7955

April 6, 2020

Mr. Tim Parker

Manager of Chip Seal Operations

Missouri Petroleum

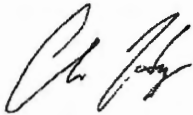
1620 Woodson Road

St. Louis, MO 63114

Dear Mr. Parker,

Please be advised that the emulsion (CHFRS-2P) we intend to manufacture for the 2020 Chip Seal Pavement Preservation for Boone & Callaway Counties and the City of Fulton Chip Seal Project will meet MODOT specifications. All CHFRS-2P manufactured at Bi-State Emulsions uses NX-1122-X, SBR latex with high float additive, manufactured by BASF. All Bill of Ladings for this project will carry a MODOT certification number. This number verifies that the material has been tested according to state regulations and passes all required testing for certification.

Christopher Hazer



Plant Manager

Bi-State Emulsions, LLC

Construction

Technical Data Sheet

Butonal® NX 1122



Chemical Nature **Aqueous, high solids, cold-polymerized, cationic styrene-butadiene dispersion for modifying cationic asphalt emulsions**

Properties

Typical Properties	Property	Unit	Value
Typical Properties	Solids content	%	~ 64.0
	pH		~ 5.3
	Viscosity (Brookfield RV, Spindle #3, at 20 rpm)	mPa s	~ 250 – 2000
Other Properties of the dispersion	Bound styrene	%	24
	Residual monomer	%	0.08 max
	Density	lbs/gal	8.10
	Antioxidant		none
	Glass transition temperature (DSC)	°C	-53

Applications

Features Butonal® NX 1122 is a mechanically stable latex polymer dispersion that is readily incorporated into cationic asphalt emulsions through addition to the soap solution (batch process) or co-milling (continuous process)

Applications Butonal® NX 1122 is used in the following applications:

- Cationic High Float
- Chip Seal
- Slurry seal
- Microsurfacing

Butonal® NX 1122 can also be used to modify hot asphalt cements in order to meet Superpave® "Plus" modified binder specifications as well as to provide improvements in conventional properties such as increased softening point and decreased penetration.

Processing Periodic mechanical stirring is required to maintain a homogeneous mixture. Some separation is possible due to the specific gravity and particle size distribution of this latex polymer dispersion.

Generally, the preferred means of stirring is with a separate propeller type stirrer. This low-speed, low-shear mechanical stirrer can be located off-center, set at an angle, or side-mounted near the tank bottom to prevent latex foaming or vortex formation. Center-stirring requires tank baffles. It is recommended that material be agitated for 10 - 20 minutes every 24 hours in storage.

Safety

General

The usual safety precautions when handling chemicals must be observed. These include the measures described in Federal, State and Local health and safety regulations, thorough ventilation of the workplace, good skin care and wearing of protective goggles.

Material Safety Data Sheet

All safety information is provided in the Material Safety Data Sheet for Butonal® NX 1122.

Storage

Butonal® NX 1122 has a shelf life of six months from delivery date, provided it is stored in accordance with the "Handling and Storage of polymer dispersions" brochure. Technical information regarding the storage of BASF polymer dispersion products is available upon request.

Important

The descriptions, designs, and data contained herein are presented for your guidance only. Because there are many factors under your control which may affect processing or application/use it is necessary for you to make appropriate tests to determine whether the product is suitable for your particular purpose prior to use. **NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE REGARDING PRODUCTS DESCRIBED OR DESIGNS, OR INFORMATION SET FORTH, OR THAT THE PRODUCTS, DESIGNS, OR DATA MAY BE USED WITHOUT INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS. IN NO CASE SHALL THE DESCRIPTIONS, DATA OR DESIGNS PROVIDED BE PRESUMED TO BE A PART OF OUR TERMS AND CONDITIONS OF SALE.** Further, you expressly understand and agree that the descriptions, designs, and data furnished by BASF hereunder are given gratis and BASF assumes no obligation or liability for same or results obtained from use thereof, all such being given to you and accepted by you at your risk.

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Good Chemistry at Work

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For more information on Responsible Care® go to:

U.S.: www.basf.us/responsiblecare_usa

Canada: www.basf.us/responsiblecare_canada

México: www.basf.us/responsiblecare_mexico

BASF Corporation
Dispersions and Pigments
11501 Steele Creek Road
Charlotte, North Carolina 28273
Phone: (800) 251 - 0612
Email: Custserv_charlotte@basf.com
Email: edtech_info@basf.com
www.basf.us/dpsolutions



We create chemistry

Safety Data Sheet Butonal® NX 1122 X

Revision date : 2015/05/29
Version: 4.0

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(30083960/SDS_GEN_US/EN)

1. Identification

Product identifier used on the label

Butonal® NX 1122 X

Recommended use of the chemical and restriction on use

Recommended use*: Raw material
Suitable for use in industrial sector: chemical industry

* The "Recommended use" identified for this product is provided solely to comply with a Federal requirement and is not part of the seller's published specification. The terms of this Safety Data Sheet (SDS) do not create or infer any warranty, express or implied, including by incorporation into or reference in the seller's sales agreement.

Details of the supplier of the safety data sheet

Company:
BASF CORPORATION
100 Park Avenue
Florham Park, NJ 07932, USA

Telephone: +1 973 245-6000

Emergency telephone number

CHEMTREC: 1-800-424-9300
BASF HOTLINE: 1-800-832-HELP (4357)

Other means of identification

Chemical family: Polymer, dispersion

2. Hazards Identification

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

Classification of the product

Skin Corr./Irrit.	2	Skin corrosion/irritation
Eye Dam./Irrit.	2A	Serious eye damage/eye irritation

Label elements

Pictogram:

Safety Data Sheet

Butonal® NX 1122 X

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Signal Word:
Warning

Hazard Statement:

H319 Causes serious eye irritation.
H315 Causes skin irritation.

Precautionary Statements (Prevention):

P280 Wear protective gloves and eye/face protection.
P264 Wash with plenty of water and soap thoroughly after handling.

Precautionary Statements (Response):

P305 + P351 + P338 IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing.
P303 + P362 IF ON SKIN (or hair): Wash with plenty of soap and water.
P332 + P313 If skin irritation occurs: Get medical advice/attention.
P337 + P311 If eye irritation persists: Call a POISON CENTER or doctor/physician.
P362 + P364 Take off contaminated clothing and wash before reuse.

Precautionary Statements (Disposal):

P501 Dispose of contents/container to hazardous or special waste collection point.

Hazards not otherwise classified

No specific dangers known, if the regulations/notes for storage and handling are considered. If the product adheres to skin, irritation may occur when it dries.

3. Composition / Information on Ingredients

According to Regulation 2012 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical name</u>
Trade Secret	1.0 - 5.0%	Quaternary ammonium compound
64-17-5	1.0 - 5.0%	Ethanol
7704-34-9	1.0 - 5.0%	sulfur
78330-21-9	1.0 - 5.0%	Alcohols, C11-14-iso-, C13-rich, ethoxylated

According to Regulation 1994 OSHA Hazard Communication Standard; 29 CFR Part 1910.1200

The product contains:

<u>CAS Number</u>	<u>Weight %</u>	<u>Chemical name</u>
Trade Secret	50.0 - 70.0%	Styrene-butadiene polymer
7732-18-5	20.0 - 40.0%	Water
112-80-1	1.0 - 5.0%	oleic acid

Safety Data Sheet

Butonal® NX 1122 X

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4. First-Aid Measures

Description of first aid measures

General advice:

Remove contaminated clothing.

If inhaled:

Remove the affected individual into fresh air and keep the person calm. Assist in breathing if necessary. Immediate medical attention required.

If on skin:

Wash affected areas thoroughly with soap and water. If irritation develops, seek medical attention.

If in eyes:

Flush with copious amounts of water for at least 15 minutes. If irritation develops, seek medical attention.

If swallowed:

Immediately rinse mouth and then drink plenty of water, do not induce vomiting, seek medical attention. Never induce vomiting or give anything by mouth if the victim is unconscious or having convulsions.

Most important symptoms and effects, both acute and delayed

Symptoms: The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11.

Indication of any immediate medical attention and special treatment needed

Note to physician

Treatment: Symptomatic treatment (decontamination, vital functions).

5. Fire-Fighting Measures

Extinguishing media

Suitable extinguishing media:
water spray, foam, dry powder

Special hazards arising from the substance or mixture

Hazards during fire-fighting:
No particular hazards known.

Advice for fire-fighters

Protective equipment for fire-fighting:
Firefighters should be equipped with self-contained breathing apparatus and turn-out gear.

Further information:

Dispose of fire debris and contaminated extinguishing water in accordance with official regulations. Product itself is non-combustible; fire extinguishing method of surrounding areas must be considered.

Safety Data Sheet

Butonal® NX 1122 X

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6. Accidental release measures

Further accidental release measures:

High risk of slipping due to leakage/spillage of product.

Personal precautions, protective equipment and emergency procedures

Use personal protective clothing. Avoid contact with skin and eyes.

Environmental precautions

Do not release untreated into natural waters.

Methods and material for containment and cleaning up

For small amounts: Pick up with suitable absorbent material (e.g. sand, sawdust, general-purpose binder, kieselguhr). Dispose of absorbed material in accordance with regulations.

For large amounts: Pump off product.

Spills should be contained, solidified, and placed in suitable containers for disposal.

7. Handling and Storage

Precautions for safe handling

Handle in accordance with good industrial hygiene and safety practice. No special measures necessary provided product is used correctly. Ensure adequate ventilation.

Conditions for safe storage, including any incompatibilities

Further information on storage conditions: Store protected against freezing.

8. Exposure Controls/Personal Protection

Components with occupational exposure limits

Ethanol	OSHA PEL	PEL 1,000 ppm 1,900 mg/m ³ ; TWA value 1,000 ppm 1,900 mg/m ³ ;
	ACGIH TLV	STEL value 1,000 ppm ;

Advice on system design:

Ensure adequate ventilation.

Personal protective equipment

Respiratory protection:

Wear respiratory protection if ventilation is inadequate.

Hand protection:

Chemical resistant protective gloves

Eye protection:

Tightly fitting safety goggles (chemical goggles). Wear face shield if splashing hazard exists.

General safety and hygiene measures:

Hands and/or face should be washed before breaks and at the end of the shift. Avoid contact with skin and eyes.

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9. Physical and Chemical Properties

Form:	liquid, dispersion	
Odour:	faint odour	
Odour threshold:	No data available.	
Colour:	white	
pH value:	approx. 5.0 - 5.6	
<i>Information on: Water</i>		
Melting point:	0 °C	

<i>Information on: Water</i>		
Boiling point:	100 °C	

Flash point:	> 300 °F	(Unspecified)
Flammability:	not flammable	
Lower explosion limit:	not applicable	
Upper explosion limit:	not applicable	
<i>Information on: Water</i>		
Vapour pressure:	23.4 hPa (20 °C) Literature data.	

Density:	approx. 0.90 - 0.95 g/cm ³ (20 °C)	
Relative density:	No data available.	
Vapour density:	not determined	
Partitioning coefficient n-octanol/water (log Pow):	not applicable	
Self-ignition temperature:	not self-igniting	
Viscosity, dynamic:	approx. 300 - 1,500 mPa.s	
Solubility in water:	(15 °C) partly soluble	
Miscibility with water:	miscible	
Evaporation rate:	No data available.	
Other Information:	Range of particle size: < 0,1 µm - 10 µm	

10. Stability and Reactivity

Reactivity

No hazardous reactions if stored and handled as prescribed/indicated.

Corrosion to metals:

Corrosive effects to metal are not anticipated.

Oxidizing properties:

not fire-propagating

Chemical stability

The product is stable if stored and handled as prescribed/indicated.

Possibility of hazardous reactions

No hazardous reactions when stored and handled according to instructions. After long storage, slight quantities of carbon monoxide may be formed.

The product is chemically stable.

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Conditions to avoid

Avoid extreme heat.

Incompatible materials

metal salts

Hazardous decomposition products

Decomposition products:

Hazardous decomposition products: carbon dioxide, carbon monoxide, hydrocarbons

11. Toxicological information

Primary routes of exposure

Routes of entry for solids and liquids are ingestion and inhalation, but may include eye or skin contact. Routes of entry for gases include inhalation and eye contact. Skin contact may be a route of entry for liquefied gases.

Acute Toxicity/Effects

Acute toxicity

Assessment of acute toxicity: Virtually nontoxic after a single ingestion. Virtually nontoxic after a single skin contact. Virtually nontoxic by inhalation. Ingestion may cause gastrointestinal disturbances. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Oral

Type of value: LD50

Species: rat

Value: > 2,000 - 10,000 mg/kg

Inhalation

Type of value: ATE

Value: > 5 mg/l

Exposure time: 4 h

Determined for mist

Dermal

Type of value: ATE

Value: > 5,000 mg/kg

Assessment other acute effects

Assessment of STOT single:

Based on the available information there is no specific target organ toxicity to be expected after a single exposure.

Irritation / corrosion

Assessment of irritating effects: Irritating to eyes. Irritating to skin. If the product adheres to skin, irritation may occur when it dries. The product has not been tested. The statement has been derived from the properties of the individual components.

Sensitization

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Assessment of sensitization: Skin sensitizing effects were not observed in animal studies. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Aspiration Hazard

not applicable

Chronic Toxicity/Effects

Repeated dose toxicity

Assessment of repeated dose toxicity: No adverse effects were observed after repeated exposure in animal studies. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Genetic toxicity

Assessment of mutagenicity: The substance was not mutagenic in bacteria. The product has not been tested. The statement has been derived from substances/products of a similar structure or composition.

Carcinogenicity

Assessment of carcinogenicity: The whole of the information assessable provides no indication of a carcinogenic effect.

Reproductive toxicity

Assessment of reproduction toxicity: Not expected to cause reproductive toxicity (based on composition).

Teratogenicity

Assessment of teratogenicity: The data available for an assessment of the effect of the substance on developmental toxicity are not sufficient for a proper evaluation.

Symptoms of Exposure

The most important known symptoms and effects are described in the labelling (see section 2) and/or in section 11.

12. Ecological Information

Toxicity

Toxicity to fish

LC50 (96 h) 1 - 10 mg/l, Fish (OECD Guideline 203, static)

The product has not been tested. The statement has been derived from the properties of the individual components.

Persistence and degradability

Assessment biodegradation and elimination (H2O)

Not readily biodegradable (by OECD criteria). The product has not been tested. The statement has been derived from the properties of the individual components.

Bioaccumulative potential

Bioaccumulation potential

Based on its structural properties, the polymer is not biologically available. Accumulation in organisms is not to be expected.

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Mobility in soil

Assessment transport between environmental compartments

No data available.

Additional information

Adsorbable organically-bound halogen (AOX):

No data available.

Other ecotoxicological advice:

Do not release untreated into natural waters. At the present state of knowledge, no negative ecological effects are expected.

Ecological data are determined by analogy.

13. Disposal considerations

Waste disposal of substance:

Must be sent to a suitable incineration plant, observing local regulations.
Incinerate or dispose of in a licensed facility. Do not discharge into drains/surface waters/groundwater.

Container disposal:

Dispose of in a licensed facility. Recommend crushing, puncturing or other means to prevent unauthorized use of used containers.

14. Transport Information

Land transport

USDOT

Not classified as a dangerous good under transport regulations

Sea transport

IMDG

Not classified as a dangerous good under transport regulations

Air transport

IATA/ICAO

Not classified as a dangerous good under transport regulations

15. Regulatory Information

Federal Regulations

Registration status:

Chemical TSCA, US released / listed

EPCRA 311/312 (Hazard categories): Acute;

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<u>CERCLA RQ</u>	<u>CAS Number</u>	<u>Chemical name</u>
100 LBS	64-17-5	Ethanol

State regulations

<u>State RTK</u>	<u>CAS Number</u>	<u>Chemical name</u>
NJ	64-17-5	Ethanol
	7704-34-9	sulfur
PA	64-17-5	Ethanol
	112-80-1	oleic acid
	7704-34-9	sulfur

CA Prop. 65:

WARNING: THIS PRODUCT CONTAINS A CHEMICAL(S) KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM.

NFPA Hazard codes:

Health : 2 Fire: 1 Reactivity: 0 Special:

HMIS III rating

Health: 2 Flammability: 1 Physical hazard: 0

16. Other Information

SDS Prepared by:

BASF NA Product Regulations

SDS Prepared on: 2015/05/29

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END OF DATA SHEET



Request for Bid (RFB)

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

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **15-09APR20**
Commodity Title: **2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Thursday, April 09, 2020**
Time: **1:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash Street, Room 111
Columbia, MO 65201**
Directions: The Boone County Annex Building is located on the Northwest corner at 7th St. and Ash St. Wheelchair accessible entrance is available on the South side of the building.

Bid Opening

Day / Date: **Thursday, April 09, 2020**
Time: **1:30 P.M.**
Location / Address: **Boone County Government Center
Commission Chambers
801 E. Walnut
Columbia, MO 65201**

Pre-Bid Meeting

Day / Date: **Wednesday, March 25, 2020**
Time: **10:30 A.M.**
Location / Address: **Room 332
Boone County Government Center
801 E. Walnut
Columbia, Missouri, 65201**

Bid Questions Deadline: *All questions pertaining to the project must be received by 3:00 p.m. on April 3, 2020.*

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

Bid Contents

1.0:	Introduction and General Conditions of Bidding
2.0:	Primary Specifications
3.0:	Response Presentation and Review
4.0:	Response Form
Attachment A	Statement of Bidders Qualifications
	Standard Terms and Conditions
	Debarment Certificate
	Instructions for Compliance with House Bill 1549
	Work Authorization Certification
	Certification of Individual Bidder
	Affidavit for Certification of Individual Bidder
	Contractor's Affidavit Regarding Settlement of Claims
	Anti-Collusion Statement
	Signature and Identity of Bidder
	Bidder's Acknowledgement
	Prevailing Wage Order 26
	Affidavit of Compliance with OSHA
	Affidavit of Compliance with the Prevailing Wage Law
	Sample Contract Agreement
	*Sample Performance Bond
	*Sample Labor and Material Payment Bond
Exhibit A	Boone County 2020 Preservation Chip Seal Map
Exhibit B	Boone County 2020 Preservation Chip Seal Project List
Exhibit C	Callaway County 2020 Preservation Chip Seal Map
Exhibit D	Callaway County 2020 Preservation Chip Seal Project List
Exhibit E	City of Fulton 2020 Preservation Chip Seal Map
Exhibit F	City of Fulton 2020 Preservation Chip Seal Project List

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

1. Introduction and General Conditions of Bidding

1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.

1.2. **DEFINITIONS**

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

County - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:

Purchasing - The Purchasing Department, including its Purchasing Director and staff.

Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.

Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.

1.2.2. **Bidder / Contractor / Supplier / "Party of the Second Part"** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.

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

Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.

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

Supplier - All business(s) entities which may provide the subject goods and/or services.

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

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

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

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

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

1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.

- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash Street, Room 113, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390 E-mail: Rwilson@boonecountymmo.org.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
- 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:
No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain five (5) percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.
- 1.8. The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.
- 1.9. The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.
- 1.10. **Assignments:** No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

- 1.11. The Contractor shall pay for all materials, supplies, services, and equipment as follows:
1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
 2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.
- 1.12. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any change in the amount of work to be done, in the plans, or in the specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.
- 1.13. **COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.
- 1.14. **PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.
- 1.15. **DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.
- 1.16. **ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:
 "It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."
- 1.17. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.
- 1.18. **LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

- 1.19. **EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.
- 1.20. **DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.
- 1.21. **TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following:
 (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.
- 1.22. **SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 1.23. **WARRANTY AND GUARANTEE -** Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:
- 1.23.1. **Correction or Removal of Defective Work -** If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

- 1.23.2. **One Year Correction Period** - If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.
- 1.24. **SUBCONTRACTORS, SUPPLIERS AND OTHERS** - Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.
- If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

2. Primary Specifications

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- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County," proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and perform **single layer Preservation Chip Seal treatments on the Boone and Callaway Counties and City of Fulton roads listed herein using CHFRS-2P asphalt emulsion and Trap Rock.**
- 2.1.1. **DESIGNEE: Boone County Resource Management, 801 E. Walnut, Columbia, MO 65201**
- 2.2. **PRE-BID CONFERENCE** - An **optional** pre-bid conference has been scheduled for **March 25, 2020 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 332, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.
- 2.3. **BID QUESTIONS DEADLINE**- All questions pertaining to the project must be received by **3:00 p.m. on April 3, 2020. Technical questions should be directed to the Project Manager, Dan Haid at DHaid@BooneCountyMO.org.**
- 2.4. **CONTRACT TIME:**
Boone County - 15 Working Days
Callaway County – 10 Working Days
City of Fulton – 7 Working Days
- 2.5. **LIQUIDATED DAMAGES** - \$500 Per Working Day
- 2.6. **ANTICIPATED NOTICE TO PROCEED DATE** - On or about July 1, 2020. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting.
- 2.7. **SEEDING & EROSION CONTROL PERFORMANCE BOND AMOUNT** – None Required.
- 2.8. **PLANS & SPECIFICATIONS** – There are no additional plans or specifications for this bid other than those provided as a part of this bid document.
- 2.9. **PREVAILING WAGE** - Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.
- 2.10. Boone County notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will insure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.
- 2.11. Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.
- 2.12. **REFERENCE DOCUMENT DEFINITIONS** - Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:
- 2.12.1. **Boone County Roadway Regulations Chapter II:** The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
- 2.12.2. **MO-DOT Standard Specifications:** The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

- 2.12.3. **MUTCD:** The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.
- 2.13. **PAYMENT** - Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.
- 2.14. **INSTRUCTIONS TO BIDDERS:** The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.
- 2.14.1. All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.
- 2.14.2. Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.
- 2.14.3. **Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**
- 2.14.4. The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.
- 2.14.5. Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.
- 2.14.6. Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.
- 2.14.7. Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.
- 2.14.8. Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.
- 2.14.9. When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

- 2.14.10. Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**
- 2.14.11. If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in Section 2.3. of the bid document. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.
- 2.14.12. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.
- 2.14.13. The Bidder should be sure to complete the following forms and shall attach the bid security to the Bid Response. Omissions or irregularities may cause bid rejection.
1. Bidding Forms,
 2. Bid Response,
 3. Debarment Form,
 4. Work Authorization Certification,
 5. Statement of Bidder's Qualifications,
 6. Anti-Collusion Statement,
 7. Signature and Identity of Bidder,
 8. Bidder's Acknowledgment.
- 2.15. **INSURANCE REQUIREMENTS** - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.15.1. **Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

- 2.15.2. **Commercial General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

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

- 2.15.3. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.15.4. **Errors or Omissions** - Contractor agrees to maintain Professional Liability to cover claims arising out of the negligent acts, errors or omissions of Contractor, Sub consultant or anyone directly or indirectly employed by them. The coverage provided will not be less than \$2,000,000.
- 2.15.5. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.15.6. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.15.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

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

Certificate Holder address:

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

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

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

2.16.1. **SECTION 1. - DEFINITIONS**

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

- A. **Owner:** Shall mean the County of Boone or County of Callaway as contracting agency acting by and through any of its authorized representatives.
- B. **Commission:** Shall mean the Boone County Commission.
- C. **Engineer:** Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

2.17. **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

- 2.17.2. **Bid Guaranty.** Each bid shall be accompanied by a bid guaranty. The character and the amount of the bid guaranty to be furnished by Bidders shall be stated in the bid for each project. The bid 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 bid guaranty.

- 2.17.3. **Delivery of Bid.** Each bid shall be submitted in a sealed envelope marked clearly to indicate its contents. All bids shall be filed prior to the time and at the location specified in the Notice to Bidders. Bids received after the time for opening of bids will be returned to the bidder unopened.
- 2.18. **AWARD AND EXECUTION OF CONTRACT** - The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.
- 2.19. **CONTROL OF WORK**
- 2.19.1. **Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.
- 2.19.2. **Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.
- 2.19.3. **Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.
- 2.19.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.
- 2.20. **CONTROL OF MATERIAL**
- 2.20.1. **Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.
- 2.20.2. **Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

2.21. **LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

2.22. **PROSECUTION AND PROGRESS**

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

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

2.23. **MEASUREMENT AND PAYMENT**

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

2.23.2. No payment will be made on account of materials not yet incorporated into the work.

2.23.3. From the total amount of work items of each estimate, there will be deducted five (5) percent. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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

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

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

2.23.6. **Release of Retained Percentages:**

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

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

- 2.23.6.3. When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.
- 2.24. **MATERIAL AND WORKMANSHIP** – All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.
- 2.25. **STATE WAGE RATE REQUIREMENTS**
- 2.25.1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.
- 2.25.2. The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.
- 2.25.3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.
- 2.25.4. The County will check payrolls, with the following checks being made to insure proper labor compliance:
- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
 - b. Check the payroll for correct employee classification.
 - c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
 - d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).
 - e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
 - f. All checking by the County will be made in red pencil and initialed by the checker.
 - g. Final payroll will be marked "Final" or "Last Payroll."
 - h. A record of all payrolls will be maintained by the County.
- 2.25.5. The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:
- a. In the Owner's office:
 1. Missouri Equal Employment Opportunity Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 - b. On the Project:
 1. State Wage Rates Notice.
 2. PR-1022, Title 18, Section 1020, Notice on False Statements.
 3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
 4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
 5. Notice requesting referral of minorities by present employees.

- 2.25.6. The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.
- 2.26. **SPECIFICATIONS AND PLANS** - The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.
- 2.27. **PROTECTION OF WORK** - The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.
- 2.28. **OVERHEAD LINE PROTECTION** - The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

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

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

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

- 2.30. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION** - The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.
- 2.31. **INTERFERENCE** - All work scheduled by the Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by an authorized representative or the County.
- 2.32. **METHOD OF PAYMENT** - The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.
- 2.33. **SPECIAL PROVISIONS**
- 2.33.1. **3/8" Preservation Chip Seal Treatment**
- 2.33.1.1. All material shall conform to Missouri Standard Specifications for Highway Construction, Division 1000, Materials Details, and specifically as follows:

<u>Item</u>	<u>Section</u>
Cationic High Float Rapid Set Emulsion (CHFRS-2P)	409
Aggregate for Seal Coats	1003
Sand	1002

- 2.33.1.2. Bidder shall submit a design report for the 3/8" Preservation Chip Seal Treatment capable of meeting MoDOT requirements for chip seal prior to award of bid.
- 2.33.1.3. CHFRS-2P shall also meet the requirements of tests conducted in accordance to ASTM D2397. The material shall have a minimum float value of 1800 when tested in accordance to ASTM D139. The Cationic High Float Polymer Modified Emulsion (CHFRS-2P) must be milled from premodified asphalt (PG 70-22 or PG 76-22) or milled with an unmodified asphalt, a SBR Polymer and a BASF (or equivalent) blending agent.
- Contractor shall submit in writing to County prior to award of bid, documentation from supplier of material and additives that the CHFRS-2P to be used under this contract meets these requirements.
- 2.33.1.4. Design emulsion application rate shall be 0.35 to 0.45 gallons per square yard per lift. Adjustments to design may be made on a site by site basis with approval of Boone County personnel.
- 2.33.1.5. Design aggregate application rate shall be 22-26 pounds per square yard per lift. Adjustments to design may be made on a site by site basis with approval of Boone County personnel.
- 2.33.1.6. The aggregate for 3/8" Preservation Chip Seal shall be Porphyry Trap Rock type aggregate, 3/8"x1/4" Iron Mountain Trap Rock or approved equal meeting the requirements of MoDOT Grade A1 (Section 1003, Missouri Standard Specifications for Highway Construction, 2017)
- 2.33.1.7. All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.
- 2.33.1.8. Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.

- 2.33.2. All aggregate shall be stockpiled on an asphalt or concrete surface, not located in a flood plain.
- 2.33.2.1. Sand from the Mississippi River or the Missouri River basin may be used for blotter material, if needed.
- 2.33.3. **EQUIPMENT** – The following equipment or its equivalent will be required:
- 2.33.3.1. Distributor: The contractor shall provide a distributor, for heating and applying bituminous materials that meet the requirements of Section 409.4 of Missouri Standard Specifications for Highway Construction. The tachometer shall be readily visible to the operator and have a dial reading registering liters per minute (gallons per minute) passing through the nozzle. The tachometer well shall not be in contact with heating tube. A hose and spray nozzle attachment shall be provided for applying asphalt material to patches and areas inaccessible to the spray bar. The distributor shall be provided with heaters that can be used to bring the asphalt material to the spray application temperature. The distributor shall have a computer controlled application system and be equipped with a bitumeter with a dial gauge registering (feet) meter of travel per minute and shall be visible by the driver.
- The extended width of application of the spray bar shall be 16 feet with provision for lesser width when necessary.
- The distributor shall be provided with a full circulatory system that includes the spray bar.
- The distributor shall be cleaned of foreign contaminants before it is used.
- 2.33.3.2. Broom: A mechanical type power broom shall be used for removing loose material from the surface to be treated. The broom shall be equipped with plastic bristles.
- 2.33.3.3. Rollers: A minimum of two oscillating-type pneumatic-tire rollers shall be required to roll aggregate after spreading. The pneumatic-tire rollers shall be self-propelled with smooth-tread pneumatic tires of equal size staggered on the axles at such spacing and overlaps as will provide uniform pressure to seat the cover aggregate into the bituminous material without fracturing the aggregate particles. The pneumatic-tire rollers shall weight from 5 to 8 tons, shall be operated at a speed not to exceed 5 mph, shall have a contact pressure of 60 psi to 80 psi and shall have a total compacting width of not less than 60 inches.
- 2.33.3.4. Aggregate Spreader: The aggregate spreader shall be a self-propelled mechanical spreader, equipped with a computer guided system and positive controls capable of uniformly distributing a 24 foot wide band of aggregate at a prescribed rate in a single-pass operation over the surface to be sealed. The operation of aggregate spreaders at speeds which cause aggregate to ‘roll over’ after striking the emulsion covered surface will not be permitted. Aggregate spreaders will not be operated on uncovered polymer modified emulsified asphalt. Spreaders shall be calibrated before operation on the project.
- 2.33.3.5. Hauling Equipment: Hauling equipment shall be operated in a prudent manner and at moderate speeds that will not damage the new chip seal or create a hazard to the traveling public. Trucks that transport aggregate shall be legally licensed, in good working condition, and be equipped with the safety devices required by the United States Department of Transportation. All trucks shall be attached to spreader by mechanical means to minimize spillage.
- 2.33.4. **CONSTRUCTION REQUIREMENTS**
- 2.33.4.1. Weather Limitations: Polymer modified emulsified asphalt shall not be applied when the pavement or air temperature is below 70°F, nor if the relative humidity is higher than 75%, nor if the wind velocity will prevent the uniform application of the bitumen or aggregate. The chip seal coat shall be applied when the pavement surface is dry, and when the weather is not foggy or rainy. The placing of polymer modified emulsified asphalt preservation chip seal coat will not be allowed before May 1 or after September 30.
- 2.33.4.2. Preparation of Surface: Immediately before applying the polymer modified emulsified asphalt, any loose material, grease, and other petroleum distillates, dirt, clay, or other objectionable organic or inorganic materials shall be removed from the surface to be sealed. Cleaning shall be performed by sweeping, flushing, or other means necessary to remove all objectionable material from the pavement surface. Material removed from the surface shall not be mixed with the cover aggregate. The surface should be clean and dry as approved by the Engineer.

- 2.33.4.2.1. **Additional Post-Sweeping at County's Discretion.** This sweeping would be performed approximately 30 days after treatment and will be used at the County's discretion or may not be used at all. CONTRACTOR should provide in the space provided on the bid form a minimum quantity required to perform additional sweeping.
- 2.33.4.2.2. The CONTRACTOR shall be responsible for furnishing and placing masking materials over all sewer, utility, and traffic control device covers and inlet grates located in the roadways to be treated. All such material shall be removed and disposed of after the surfacing material has cured.
- 2.33.4.3. Application of polymer modified emulsified asphalt: The polymer modified emulsified asphalt shall be applied by means of a pressure distributor in a slow, uniform, continuous spread, without missing or overlapping, at a truck speed consistent with the placement of the cover aggregate. Boone County would prefer for the roads to be treated full width, however if this is not possible, polymer modified emulsified asphalt shall be applied one-half the width of the surface at a time, with the center lap of the application placed at the lane line of the traveled way and kept as narrow as practicable. The other side of the roadbed shall be left open to traffic. Polymer modified emulsified asphalt shall not be applied at a greater distance than can be immediately covered by aggregate before the emulsion breaks or as approved by the Engineer.
- 2.33.4.3.1. The application rate of polymer modified emulsified asphalt for the chip seal shall be within the limits in Section 2. A minimum of 200 gallons of polymer modified emulsified asphalt shall remain in the distributor tank at all times except for the last shot on the project. The emulsion should be uniformly applied through the pressure distributor at a temperature specified by the Engineer between 150°F and 185°F. The temperature used for spraying at a given spray bar pressure should not be that which causes fogging when the asphalt material leaves the spray bar.
- 2.33.4.3.2. The angle of the spray nozzles and the height of the spray bar shall be set to provide a triple coverage fan pattern. The frame of the distributor shall be blocked or snubbed to the axle of the truck to maintain a constant spray bar height above the road surface during discharge of the load. An alternate method of maintaining constant spray bar height may be approved.
- 2.33.4.3.3. To ensure uniform application of the polymer modified emulsified asphalt at the beginning of each distributor load, a portion of the roadbed surface shall be covered with building paper. The area covered by the building paper shall be used at the starting point for each distributor load or each part of a load after a temporary delay. If the cut-off is not positive on the distributor, the use of paper shall be required at the end of each spread. For the next application, the leading edge of the paper is placed within ½" of the cut off line of the previously laid treatment. The paper shall be removed and disposed of in an approved manner. The distributor shall be moving forward at the proper application speed when the spray bar is opened. A hand spray shall be used apply emulsified asphalt necessary to touch up all spots missed by the distributor.
- Any skipped areas or deficiencies shall be corrected. Junctions of spreads shall be carefully made to insure a smooth riding surface. The application of emulsified asphalt on adjacent Portland cement or asphaltic concrete pavements, curbs, bridges, or any areas not specified to be sealed shall be avoided. The CONTRACTOR shall immediately clean up any such spills to the satisfaction of the Engineer.
- 2.33.4.3.4. If the chip seal is to be constructed on a bituminous surface in which the binder material was other than asphalt cement, the placing chip seal coat will not be permitted until the underlying bituminous course has cured 15 to 30 days, as directed by the Engineer.
- 2.33.4.3.5. From 4 to 6 inches of the centerline edge of the initially treated lane shall be left uncovered with aggregate to allow for an overlap of asphalt binder when the remaining half of the surface is treated. The CONTRACTOR will be required to remove the excess material occurring as a result of dual application of product along construction seams.

2.33.5. APPLICATION OF COVER AGGREGATE

- 2.33.5.1. In general, the cover aggregate shall be placed within 30 seconds following the application of the emulsified asphalt. Operations shall not proceed in such a manner that the emulsified asphalt will be allowed to chill, set up, dry or otherwise impair retention of the cover aggregate. The cover aggregate shall be spread by means of a self-propelled mechanical spreader accurately measuring and uniformly spreading the aggregate.
- 2.33.5.2. The quantity of cover aggregate to be used per square yard shall be in accordance with Section 2 depending on the physical properties of the material used. The Engineer shall determine the exact rate. Aggregates shall be dry or surface damp (saturated surface dry – SSD) at the time of application. SSD shall be considered the condition when no visible film of water exists on the aggregate. The moisture content of the aggregate shall not exceed 2% by weight. The Engineer may require that the cover aggregate be moistened with water to enhance cohesive properties of the emulsified asphalt. Spreading shall be accomplished in a continuous manner, without stopping between trucks, and in such manner that the tires of the trucks or aggregate spreader at no time contact the uncovered and newly applied emulsified asphalt. All portions of the surface not covered by mechanical spreaders shall be hand spotted so that the entire surface will be uniformly covered. Light hand brooming may be necessary to distribute excessive aggregate.
- 2.33.5.3. Rolling: Rolling shall begin immediately behind the spreader and shall consist of at least two complete coverage's with the pneumatic-tire roller. Initial rolling shall consist of one complete coverage and shall begin immediately behind the spreader. Initial rolling shall be completed within 15 minutes of the time that the aggregate was spread. Asphaltic emulsion and aggregate shall not be spread more than 1,000 feet ahead of completion of initial rolling operations. The second roller shall be used for the second complete coverage to smooth and adequately seat the aggregate. All rolling shall be completed the same day as the cover aggregate is applied. Rolling shall proceed in a longitudinal direction, beginning at the outer edges of the treated surface and working toward the center. Each pass by the roller shall overlap the previous pass by one-half the width of the front wheels.
- 2.33.5.4. Brooming: The CONTRACTOR will be responsible for sweeping all loose aggregate after the embedded aggregate has set. Sweepings should be disposed of off-site.
- 2.33.6. **TRAFFIC CONTROL**
- 2.33.6.1. Traffic Control and Safety: No traffic shall be permitted on the seal coat until all rolling has been completed. The Contractor shall control traffic for at least two hours after the completion of rolling. The CONTRACTOR'S supply trucks shall observe these traffic controls.
- 2.33.6.2. The beginning and end of the work zones shall have the following signs posted: 'Flagger Ahead', 'Fresh Oil', and 'Road Construction Ahead'. All side streets shall have 'Road Construction Ahead' signs placed as directed by the Engineer and all signs shall conform to Section 1041 Construction Signs. All signs shall be installed on permanent holding frames, one foot above the ground and shall remain in place at each job site until all sweeping operations are complete. Signs shall be safely installed so not to block vehicle or pedestrian line of sight and shall be resistant to wind gusts.
- 2.33.6.3. In accordance with Section 616 flaggers equipped with 2-way hand-held radios shall assist traffic through the project in a manner that provides safety for the traveling public, workmen, and equipment while imposing minimal interruption of the work. When applying chip seal to arterial roads and intersection, lanes shall be coned off for safety and traffic control during daylight hours.

- 2.33.6.4. Safety precautions shall be used at all times during progress of the work. Workmen shall be equipped as required by the Manual on Uniform Traffic Control Devices.
- 2.33.6.5. Traffic Control is incidental to other work being performed except that bid item 'Traffic Control, City of Fulton' will be used and paid for work performed for City of Fulton. See Section 2.33.6.6. for details.
- 2.33.6.6. "Traffic Control, City of Fulton" bid item will be paid per square yard of '3/8" Preservation Chip Seal Treat' work that is performed for the City of Fulton. Traffic Control for all other work performed for the City of Fulton (sweeping, etc.) will be incidental to that work.
- 2.33.7. **METHOD OF MEASUREMENT AND BASIS OF PAYMENT** - Preservation Chip Seal shall be measured and paid for by the square yard. Unless deviations from plans or errors are observed, planned quantities will be used and no actual measurement will be taken of completed work.
- The amount of completed work as described above shall be paid for at the contract unit price bid per square yard. Prices shall be considered full compensation for furnishing all labor, equipment, materials, and insurance required for the project.
- A copy of all tickets for material and oil shall be given to the County for proper accountability and billing procedures.

3. *Response Presentation and Review*

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline." NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
 - 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
 - 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
 - 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
 - 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
 - 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
 - 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
 - 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
 - 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

County of BoonePurchasing Department**BID RESPONSE**

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: _____

Project No.: _____

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

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

SECTION I

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

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

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

SECTION II

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

SECTION III

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

SECTION IV

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

SECTION V

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

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

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

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Email Address: _____

4.6. Federal Tax ID: _____

4.6.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.7. Prompt Payment Terms: _____

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

4.9. PRICING

Description	Unit	Qty	Unit Price	Total
4.9.1. 3/8" Preservation Chip Seal Treatment	SY	526,880	\$	\$
4.9.2. Temporary Centerline Markers (Spaced 40' o/c) *Note: Quantity shown is the Boone County estimated quantity. Callaway County and City of Fulton do not plan to install centerline markers but this pricing shall be available to all contracting agencies to use at their discretion.	EA	2,315	\$	\$
4.9.3. Additional Post-Sweeping (per Section 2.33.4.2.1.) * Note: Quantity shown is the Boone County estimated quantity. Callaway County and City of Fulton do not plan to use this item but this pricing shall be available to all contracting agencies to use at their discretion so long as quantity meets Section 4.9.5.	SY	288,302	\$	\$
4.9.4. Traffic Control, City of Fulton	SY	98,816	\$	\$
4.9.5. Minimum Quantity Required for Additional Post-Sweeping per Section 2.33.4.2.1.				
BID TOTAL				\$

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

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

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

DATE

ADDENDUM NUMBER

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

4.12. Authorized Representative (Sign by Hand):

4.12.1. _____
Type or Print Signed Name:

4.12.2. Today's Date: _____

ATTACHMENT A
STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

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

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed

3. General type of work preformed:

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

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

5. List references:

Dated at _____

this _____ day of _____, 20 _____.

Name of Organization(s)

By _____
(Signature)

(Title of Person Signing)

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.

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

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

CERTIFICATION OF INDIVIDUAL BIDDER

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

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

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

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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_____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____

(Title of Person Signing)

of _____

(Name of Bidder)

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

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

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20 _____

Notary Public

My Commission Expires _____

SIGNATURE AND IDENTITY OF BIDDER

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

- sole individual partnership joint venture
- corporation, incorporated under laws of the state of _____

Dated _____, 20 _____

Name of individual, all partners, or joint venturers:

Address of each:

doing business under the name of:

Address of principal place of business in Missouri:

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

_____ (If a corporation – show its name above)

ATTEST:

_____ (Secretary)

_____ (Title)

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

BIDDER’S ACKNOWLEDGMENT

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

State of _____

County of _____

On this _____ day of _____, 20 _____

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

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

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

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

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

Witness my hand and seal at, _____ the day and year first above written. (SEAL) _____

_____ Notary Public

My Commission expires _____, 20 _____.

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

Commission Order # _____

SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the County of Boone, Missouri (hereinafter referred to as the County), 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 County and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

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

Project Name: _____

Project No.: _____

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

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

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

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

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

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 County, 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 County.

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

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

COUNTY:
COUNTY OF BOONE, MISSOURI

ATTEST:

By: _____
Daniel K. Atwill, Presiding Commissioner

County Clerk

CONTRACTOR:

By: _____
Authorized Representative (Signature)

ATTEST:

By: _____
Authorized Representative (Print or Type Name)

Title: _____

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: _____



"No Bid" Response Form

Boone County Purchasing
613 E. Ash Street, Room 113
Columbia, MO 65201

Robert Wilson, Buyer
(573) 886-4393 – 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, e-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: 15-09APR20– 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



**ADDENDUM #1 to RFB 15-09APR20
2020 CHIP SEAL PAVEMENT PRESERVATION FOR
BOONE AND CALLAWAY COUNTIES, AND THE CITY of FULTON**

Boone County Purchasing

613 E. Ash Street, Room 109

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

**Request for Bid #15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway
Counties and the City of Fulton**

ADDENDUM # 1 - Issued March 18, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 15-09APR20:

1. **ADD** the following **NOTE** to Bid Submission and Bid Opening information on page 1 of the subject RFB and references throughout the subject RFB:

NOTE: Due to concerns about public contact and the spread of the Covid-19 novel virus, the bidder may only submit their sealed bid by way of the USPO or courier mail. In-person bid delivery shall not be allowed at this time. Please take this requirement into consideration as the bid submission due date approaches. Allow enough time to post the bid given scheduling unknowns and other timing factors the country is presently experiencing. Also please be aware that e-mailed bids are not allowed. If more time is needed, please contact the Buyer in sufficient time to allow for a formal addendum to be issued to move the bid submission/opening date. Regarding the public bid opening, it is not advised that the bidder be present for the bid opening although all results are public and will be posted on-line for public viewing shortly after the bid opening. Go to <https://www.showmeboone.com/purchasing/bids/> to find the "Bid Tabulation" for the subject solicitation.

2. **REVISE** information about the Pre-Bid Meeting on page 1:

Pre-Bid Meeting: The meeting will be conducted by teleconference only. Interested bidders have the option to submit questions in advance and/or to attend the teleconferenced pre-bid meeting.

Day/Date: Wednesday, March 25, 2020

Time: 10:30 A.M.

Location/Address: In order to reduce public contact in an effort to contain the spread of the Covid-19 novel virus, the pre-bid meeting will only be conducted via teleconference.

Call-in Number for Teleconference:

Dial-In Number: 701-801-1211

Access Code: 758-401-651

All questions and requests for attending via conference call must be referred to Buyer Robert Wilson prior to the scheduled pre-proposal conference.

This addendum is issued in accordance with the RFB paragraph 1.3.2 and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response.

By: Robert Wilson *by for*
Robert Wilson, Buyer
Boone County Purchasing

The bidder has examined **Addendum #1 to Request for Bid #15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:



Boone County Purchasing

613 E. Ash Street, Room 113

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid 15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton

ADDENDUM # 2 - Issued April 1, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 15-09APR20:

1. The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson

rwilson@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

2. Bids can be dropped off at the door of the Boone County Annex Building in designated bid dropboxes on the opening date of April 9, 2020. Please contact Robert Wilson at 573-886-4393 with any questions.

This addendum is issued in accordance with the RFB and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By:

**Robert Wilson, Buyer
Boone County Purchasing**

The bidder has examined **Addendum #2** to **Request for Bid #15-09APR20 – 2020 Chip Seal Pavement Preservation for Boone and Callaway Counties and the City of Fulton**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

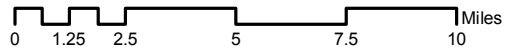
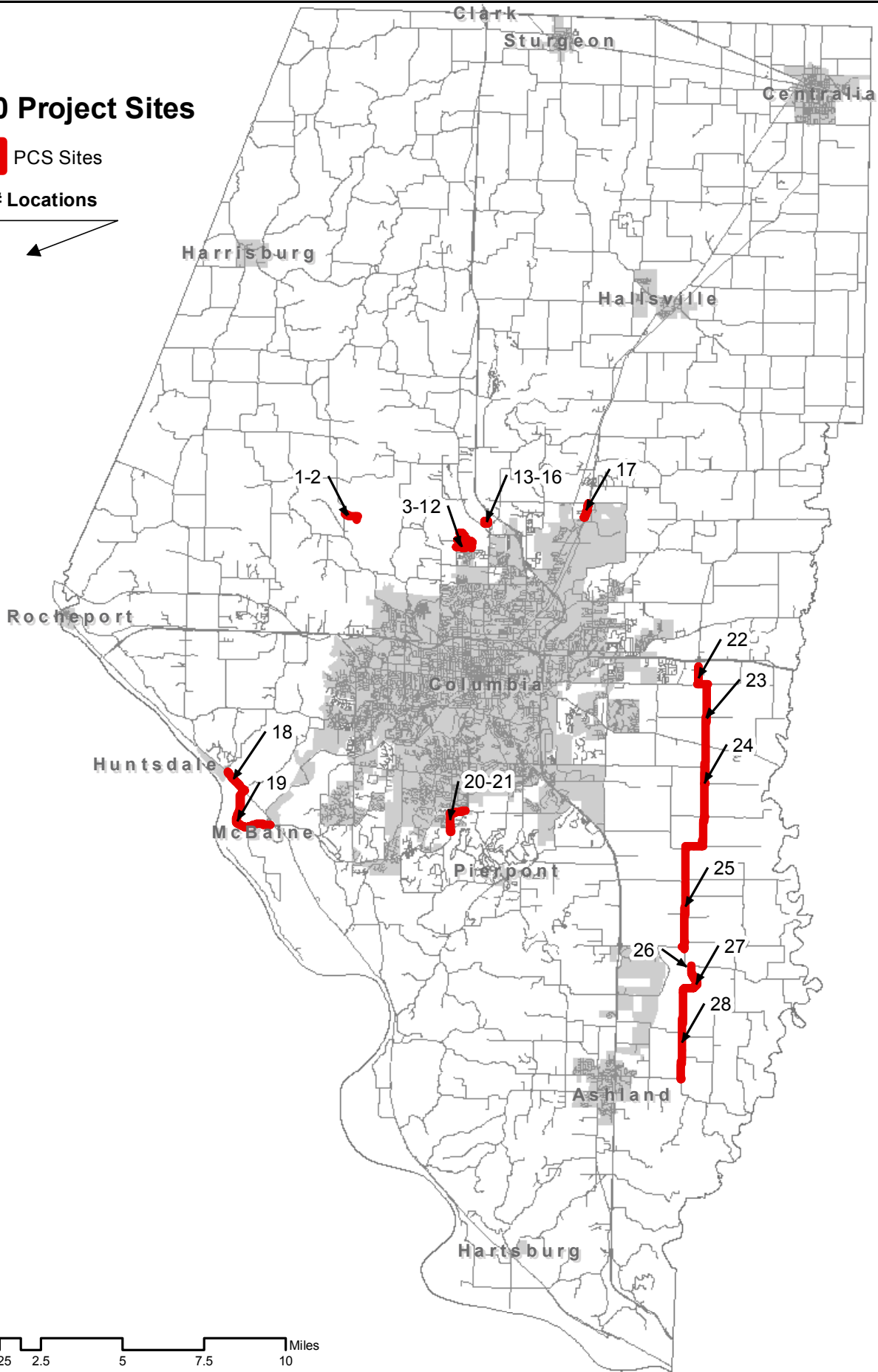
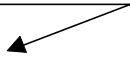


Boone County 2020 Preservation Chip Seal

2020 Project Sites

 PCS Sites

Site # Locations



2020 Pavement Preservation Boone County Preservation Chip Seal Projects

Revised: 3-6-20

Site #	Project	Description	Length (ft.)	Quantity (SY)
1	East Ridge Rd	Hi-Lo Sub	2,296	6,794
2	South Ct 1	Hi-Lo Sub	496	1,667
3	East Cedar Ct.	Clearview Sub.	328	806
4	South Cedar Ct.	Clearview Sub.	243	754
5	Maple Ct.	Clearview Sub.	766	2,014
6	Rocky Fork Dr.	Clearview Sub.	2,249	6,176
7	Autumn Dr.	Clearview Sub.	1,449	3,246
8	Hackberry Blvd.	Clearview Sub.	2,705	8,870
9	Golden Dr.	Clearview Sub.	270	794
10	Winter St.	Clearview Sub.	1,658	3,938
11	Clearview Dr	Clearview Sub.	3,425	8,215
12	Clearview Ct.	Clearview Sub.	178	390
13	North Kathryn	Phenora Sub	286	637
14	East Circle Dr	Phenora Sub (from maint begins)	513	1,689
15	West Wilcott St	Phenora Sub	266	585
16	South Elizabeth	Phenora Sub	444	1,329
17	North Bown Station Rd 3	Heller Rd to Railroad Tracks	2,525	6,191
18	Grocery Branch Rd	Burr Oak Rd to Bridge at City Limits	3,949	9,888
19	Burr Oak Rd	Grocery Branch Rd to ~200' W of Stone St	10,924	30,429
20	Old Plank Rd 1	~225' W of Providence Rd to Bethel Church Rd	2,405	5,642
21	Bethel Church Rd	Old Plank Rd. to Hwy K	3,010	7,126
22	Rangeline Rd 1	I-70 Dr to Richland Rd	2,806	7,695
23	Rangeline Rd 2	Richland Rd to Hwy WW	11,449	28,091
24	Rangeline Rd 3	Hwy WW to David Allen Rd	16,275	42,450
25	Rangeline Rd 4	David Allen Rd to Rte H	19,220	49,477
26	Rangeline Rd 5	Rte H to Airport Section	747	2,067
27	Rangeline Rd 6	New Airport Section	5,290	14,419
28	Rangeline Rd 7	Airport Section to Rte Y	14,040	36,923
	Total		110,212	288,302

Miles = 20.9

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

2nd

day of

June

2020

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

Now on this day, the County Commission of the County of Boone does hereby award bid 18-22APR20 – Tires – Heavy Trucks and Large Equipment – Term & Supply to Pomp’s Tire Services, Inc.

Terms of the 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 2nd day of June 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

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: May 27, 2020
RE: 18-22APR20 – Tires – Heavy Trucks and Large Equipment – Term & Supply

18-22APR20 – Tires – Heavy Trucks and Large Equipment – Term & Supply opened on April 22, 2020. Two (2) bids were received. Public Works and Purchasing recommend award to Pomp's Tire Service, Inc.

This is a term and supply contract and invoices will be paid from department 2040 – RB Maintenance Operations, account 59105 –Tires.

att: Bid Tab

cc: Greg Edington, Road & Bridge
Bid File

**18-22APR20 - Tires - Heavy
Trucks and Large Equipment -
Term & Supply
BID TABULATION**

**Category 1 – Medium Truck Tires – Radial,
Ply (*=On/Off Road Compound)**

			McKnight Tire			Pomp's Tire Service		
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)
4.8.1.a.	225/70 R19.5 Steering	12PR	Firestone FS561	248409	\$216.00	Duratum DA20	1203282275	\$116.00
4.8.1.b.	225/70 R19.5 Drive	12PR	Firestone Transforce AK2	4195	\$217.00	Firestone Transforce AT	004195	\$218.00
4.8.2.	10.00- R22.5 Steering *	14PR	Firestone FS561	248596	\$290.00	Duratum Y211	5530548	\$150.00
4.8.3.	10.00-R20 Steering *	16PR	Ironman Iron 1- 181	95986	\$235.00	Duratum DM60 TTF	1203991028	\$136.00
4.8.4.a	11-R22.5 Steering *	16PR	Firestone FS560	156558	\$297.00	Firestone FS560 Plus	156558	\$298.00
4.8.4.b	11-R22.5 Drive *	16PR	Firestone FD663	211206	\$325.00	Firestone FD663	211206	\$326.00
4.8.4.c	11-R22.5 Drive Recap	16PR	Bandag Open Shoulder MaxTread	388DR4	\$142.00	Bandag Maxtread DR4.3	388DR4	\$137.00
4.8.5.	315/80 R22.5 Steering *	20PR	Firestone FS820	233874	\$438.00	Hankook AM09+	3002789	\$393.00
4.8.6.	215/75 R17.5 HTR	16 PR	Continental HTR	492042	\$236.50	Hankook TH22	3002305	\$185.00
4.8.7.	235/75 R17.5 HTR	16PR	Continental HTR	492007	\$252.50	Hankook TH22	3002306	\$209.00
4.8.8.a	245/70 R19.5 Steering	16PR	Continental Hybrid HS3	051U13	\$304.00	Duratum DA20	1203284796	\$125.00
4.8.8.b	245/70 R19.5 Drive	16PR	Continental Hybrid HD3	521083	\$310.00	Firestone Transforce AT2	004197	\$236.00
4.8.9.	255/70 R22.5 Steering	16PR	Firestone FS560	192982	\$263.00	Hankook TH22	3002138	\$253.00
4.8.10.	TOTAL				\$3,526.00			\$2,782.00

Category 2 - Tire, Off-Road, Radial, Construction Equipment (*=On/Off Road Compound)				McKnight Tire			Pomp's Tire Service		
Item #	Size	Ply Rating		Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)
4.8.11.	17.5-R25	One *		Maxam MS300	V031245	\$849.95	Firestone Versabuilt AP	005498	\$1,054.00
4.8.12.	17.5-R25	One *		CSG Snow Wedge	CSG	\$849.95	BR Snowplus	17525SP	\$840.00
4.8.13.	20.5-R25	12		Maxam MS300	V031203	\$1,216.95	BKT SR30 E3/L3 2*	94027729	\$1,418.00
alernate	20.5-R25	One*		Michelin XHA2	84298	\$2,047.80			
4.8.14.	TOTAL					\$2,916.85			\$3,312.00
Category 3 - Tire, Front and Rear Agriculture and Industrial				McKnight Tire			Pomp's Tire Service		
	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)
4.8.15.	19.5L-24	10	R-4	Maxam MS904	V60302	\$395.00	Galaxy EZ Rider	200439	\$416.00
4.8.16.	400/80 R24	149A8	TR12	Alliance 550 Multiuse	550-01710	\$805.00	Alliance 550 Multiuse	55001700	\$765.00
4.8.17.	400/80 R34	164A8	TR12	Alliance 550 Multiuse	550-03310	\$1,325.00	Alliance 550 Multiuse	55003300	\$1,309.00
4.8.18.	12-16.5 Foam Filled	10PR	NHS	Maxam MS906	60101	\$420.00	Carlisle Trac Chief	C5153J7	\$355.00
4.8.19.	TOTAL					\$2,945.00			\$2,845.00

Category 4 - Skid Steer/Mini Excavator Tracks		McKnight Tire			Pomp's Tire Service		
Item#	Size	Type & Brand	Stock No.	Price (each)	Type & Brand	Stock No.	Price (each)
4.8.20.	450-81-76	RTS Rubbertrack	RTS4508176 D2	\$1,695.00	Arison	1745ON76	\$1,500.00
4.8.21.	450-81-78	RTS Rubbertrack	RTS4508178 D2	\$1,735.00	Arison	1745ON78	\$1,500.00
4.8.22.	400-72.5-74	RTS Rubbertrack	RTS4007257 4D2	\$1,065.00	Arison	1740ON74	\$1,100.00
4.8.23.	450-100-48	RTS Rubbertrack	RTS4501004 8E3	\$1,033.00	Arison	1745TZ48	\$1,050.00
4.8.24.	400-86-56	RTS Rubbertrack	RTS4008656 E3	\$837.00	Arison	1745BZ56	\$980.00
4.8.25.	TOTAL			\$6,365.00			\$6,130.00
Category 5 - Additional Tire Related Services		McKnight Tire			Pomp's Tire Service		
Item#	Service	PRICE			PRICE		
4.8.26.	Tire Repair - In Shop (each)	\$31.00			\$25.00		
4.8.27.	Balancing of Tire (each)	\$28.00			\$25.00		
4.8.28.	Alignment - Front Axle	\$100.00			\$75.00		
4.8.29.	Alignment – Two/Three axle (Tandem/Single Trucks) *per axle	\$100.00			\$75.00		
4.8.30.	Service Call in County normal business hours (per hour)	\$85.00			\$85.00		
4.8.31.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)	\$115.00			\$95.00		
4.8.32.	Service Call in County (per mile)	\$0.00			\$0.00		
4.8.33.	Flat Shop Rate (per hour)	\$65.00			\$60.00		
4.8.34.	Mounting and Dismounting (Medium Truck Tires)	\$25.00			\$18.00		
4.8.35.	Mounting and Dismounting Dry Tires (per cross section inch)	\$4.50			\$3.00		
4.8.36.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$6.50			\$4.00		

Category 5 - Additional Tire Related Services - Continued		McKnight Tire	Pomp's Tire Service
Item#	Service	PRICE	PRICE
4.8.37.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F. No Methanol accepted.	\$2.50	\$2.20
4.8.38.	Tire Disposal – Categories 1 (per tire)	\$7.50	\$7.00
4.8.39.	Tire Disposal – Category 2 & 3 (per tire)	\$25.00	\$15.00
4.8.40.	Track Disposal - Category 4 (per track)	\$25.00	\$20.00
4.8.41.	Valve Stems (each)	\$3.25	\$3.00
4.8.42.	Tire Fee Per Senate Bill 225	\$0.50	\$0.50
4.8.43.	TOTAL	\$623.75	\$512.70
	GRAND TOTAL (4.8.10 + 4.8.14. + 4.8.19 + 4.8.25 + 4.8.43.)	\$16,376.60	\$15,581.70
4.9.	Minimum % discount for all product lines introduced after inception of the contract and all existing lines not specified herein	0%	see bid
4.10.	Maximum % increase 1st Renewal	2%	10%
	Maximum % increase 2nd Renewal	2%	10%
	Maximum % increase 3rd Renewal	3%	10%
4.13.	COOP? (Yes or No)	Yes	Yes

**PURCHASE AGREEMENT
FOR
TIRES - HEAVY TRUCKS AND LARGE EQUIPMENT TERM AND SUPPLY**

THIS AGREEMENT dated the 2nd day of June 2020 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Pomp's Tire Service, Inc.**, herein "Contractor."

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

1. Contract Documents - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **Tires-Heavy Trucks and Large Equipment Term and Supply**, bid number **18-22APR20**, any applicable addenda, and the Contractor's bid response dated **April 17, 2020** and executed by **Steve McCray** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - The contract period shall be **May 1, 2020 through April 30, 2021**. subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **three (3) additional one-year periods** subject to the pricing clauses in the Contractor's bid response. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items and services as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response.

4. Delivery - Contractor agrees to deliver the items as specified and with in the time limit specified by the bid after receipt of order.

5. Billing and Payment - All billing shall be invoiced to the **Boone County Road & Bridge Department** and billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

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

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

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

POMP'S TIRE SERVICE, INC

BOONE COUNTY, MISSOURI

DocuSigned by:
 By Joel Hansen
 8426A9241738468...
 Title CFO

By: Boone County Commission
 DocuSigned by:
Daniel K. Atwill
 Presiding Commissioner

APPROVED AS TO FORM:

ATTEST:

DocuSigned by:
J. Adair
 County Counselor

DocuSigned by:
Brianna L. Lennon by MT
 County Clerk

AUDITOR CERTIFICATION

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

DocuSigned by:
Jane E. Pritchard by mg No Encumbered Payment
 Signature

5/26/2020

2040/59105 Term/Supply

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.

County of Boone

Purchasing Department

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

- 4.1. Company Name: Pomp's Tire Service INC.
- 4.2. Address: 5320 Highway 763 N
- 4.3. City/Zip: Columbia, Mo 65202
- 4.4. Phone Number: 573-442-8259
- 4.5. Email: Jhansen@pompstire.com
- 4.6. Fax Number: 573-442-2865
- 4.7. Federal Tax ID: 39-0838986
- 4.7.1. Corporation
 Partnership - Name _____
 Individual/Proprietorship - Individual Name _____
 Other (Specify) _____

4.8. PRICING

Category 1 – Medium Truck Tires – Radial, Ply					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.8.1.a.	225/70 R19.5 Steering	12PR	DURATURN DA20	1203282275	\$ 116 ⁰⁰
4.8.1.b.	225/70 R19.5 Drive	12PR	FIRESTONE TransForce AT	004195	\$ 218 ⁰⁰
4.8.2.	10.00-R22.5 Steering *	14 PR	DURATURN Y211	5530548	\$ 150 ⁰⁰
4.8.3.	10.00-R20 Steering *	16PR	DURATURN DM60 TT3F	1203991628	\$ 136 ⁰⁰
4.8.4.a.	11-R22.5 Steering *	16PR	FIRESTONE F5560 Plus	156558	\$ 298 ⁰⁰
4.8.4.b.	11-R22.5 Drive *	16PR	FIRESTONE FD663	211206	\$ 300 326 ⁰⁰
4.8.4.c.	11-R22.5 Drive Recap	16PR	BANDAG MaxTread DR4.3	388024	\$ 137 ⁰⁰
4.8.5.	315/80 R22.5 Steering *	20PR	HANKOOK AMO9+	3002789	\$ 393 ⁰⁰
4.8.6.	215/75 R17.5 HTR	16 PR	HANKOOK TH22	3002305	\$ 185 ⁰⁰
4.8.7.	235/75 R17.5 HTR	16 PR	HANKOOK TH22	3002306	\$ 209 ⁰⁰
4.8.8.a.	245/70 R19.5 Steering	16 PR	DURATURN DA20	1203284796	\$ 125 ⁰⁰
4.8.8.b.	245/70 R19.5 Drive	16 PR	FIRESTONE TransForce AT2	004197	\$ 236 ⁰⁰
4.8.9.	255/70 R22.5 Steering	16PR	HANKOOK TH22	3002138	\$ 253 ⁰⁰

4.8.10.	TOTAL					\$ 2782. ⁰⁰
					*=On/Off Road Compound	
Category 2 – Tire, Off-Road, Radial, Construction Equipment						
Item #	Size	Ply Rating	Type & Brand		Stock No.	Price (each)
4.8.11.	17.5-R25	One *	(New) Firestone Versabuilt AP		005498	\$ 1054. ⁰⁰
4.8.12.	17.5-R25	One *	(Recap SnowPlusTread) BR Snow+		17525SP	\$ 840. ⁰⁰
4.8.13.	20.5-R25	12	XHA BKT SR30 E3/L3 2*		94027729	\$ 1418. ⁰⁰
4.8.14.	TOTAL					\$ 3312. ⁰⁰
Category 3 – Tire, Front and Rear Agriculture and Industrial						
Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.8.15.	19.5L-24	10	R-4	Galaxy EZ Rider	200439	\$ 416. ⁰⁰
4.8.16.	400/80 R24	149A8	TRI2	Alliance 550 Multiuse	55001700	\$ 765. ⁰⁰
4.8.17.	480/80 R34	164A8	TRI2	Alliance 550 Multiuse	55003300	\$ 1309. ⁰⁰
4.8.18.	12-16.5 Foam Filled	10PR	NHS	Carlisle Trac Chief	C5153J7	\$ 355. ⁰⁰
4.8.19.	TOTAL					\$ 2845. ⁰⁰
Category 4 – Skid Steer/Mini Excavator Tracks						
Item #	Size		Type & Brand		Stock No.	Price (each)
4.8.20.	450-81-76		Arison		17450N76	\$ 1500. ⁰⁰
4.8.21.	450-81-78		Arison		17450N78	\$ 1500. ⁰⁰
4.8.22.	400-72.5-74		Arison		17400N74	\$ 1100. ⁰⁰
4.8.23.	450-100-48		Arison		1745TZ48	\$ 1050. ⁰⁰
4.8.24.	400-86-56		Arison		1745BZ56	\$ 980. ⁰⁰
4.8.25.	TOTAL					\$ 6130. ⁰⁰
Item #	Category 5 – Additional Tire Related Services					Price
4.8.26.	Tire Repair – In Shop (each)					\$ 25. ⁰⁰
4.8.27.	Balancing of Tire (each)					\$ 25. ⁰⁰
4.8.28.	Alignment – Front axle					\$ 75. ⁰⁰
4.8.29.	Alignment – Two/Three axle (Tandem/Single trucks)					\$ 75. ⁰⁰ per Axle
4.8.30.	Service Call in County normal business hours (per hour)					\$ 85. ⁰⁰
4.8.31.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)					\$ 95. ⁰⁰ (2 hr Min)
4.8.32.	Service Call in County (per mile)					\$ NIC
4.8.33.	Flat Shop Rate (per hour)					\$ 60. ⁰⁰

4.8.34.	Mounting and Dismounting (Medium Truck Tires)	\$ 18 ⁰⁰
4.8.35.	Mounting and Dismounting Dry Tires (per cross section inch)	\$ 3 ⁰⁰
4.8.36.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$ 4 ⁰⁰
4.8.37.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F. No Methanol accepted.	\$ 2 ²⁵
4.8.38.	Tire Disposal – Categories 1 (per tire)	\$ 7 ⁰⁰
4.8.39.	Tire Disposal – Category 2 and 3 (per tire)	\$ 15 ⁰⁰
4.8.40.	Track Disposal – Category 4 (per track)	20 ⁰⁰
4.8.41.	Valve Stems (each)	\$ 3 ⁰⁰
4.8.42.	Tire Fee Per Senate Bill 225	\$.50
4.8.43.	TOTAL	\$ 512 ⁷⁵

GRAND TOTAL (4.8.10 + 4.8.14 + 4.8.19 + 4.8.25. + 4.8.43.) \$ 15,581.70

4.9. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: Current Govt. Contract % Pricing
 Maximum Percentage Increase for each potential renewal period:

4.10. 10 % 1st Renewal Period
10 % 2nd Renewal Period
10 % 3rd Renewal Period

4.11. Attach the required references as per section 2.9.

4.12. Please list below or attach information on any additional services and warranties offered by your company.

4.13. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

Yes No

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.

Today's Date: 4/17/2020

Authorized Representative (Sign By Hand): Steve McCray

Type or Print Signed Name: Steve McCray

The bidder has examined Addendum #1 to Request for Bid #18-22APR20 – Tires – Heavy Trucks and Large Equipment – Term & Supply, receipt of which is hereby acknowledged:

Company Name: Pomp's Tire Service Inc.

Address: 5320 Highway 703 N
Columbia, Mo 65202

Telephone: 573-442-8259 Fax: 573-442-2865

Federal Tax ID (or Social Security #): 39-0838986

Print Name: Steve McCray Title: Account Sales Rep.

Authorized Signature: [Signature] Date: 4/17/2020

Contact Name and E-Mail Address to receive documents for electronic signature:

JOEL HANSEN Jhansen@pomps tire.com



5320 Highway 763 N.
Columbia, Missouri 65202
Office (573) 442-8259
Fax (573) 442-2865

List of References

Callaway County Road & Bridge: Travis Schulte (573) 826-0320
Missouri Task Force 1: Adam Stoffer (573) 819-8951
Boone County Fire Protection District: Aaron (573) 447-5000
Mo. Department of Transportation (Columbia): Nathen Baker (573) 301-0233
Student Transportation of America (Columbia): John Jacob (573) 214-3860
County of Boone Public Works: Greg Eddington (573) 449-6818

Steve McCray
Pomp's Tire Service, Inc.
5320 Highway 763 N.
Columbia, Missouri 65202

(573) 489-5528 cell
(573) 442-8259 office
(573) 442-2865 fax
smccray@pomptire.com



(Please complete and return with the 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, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies that it and its principles:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this application 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 (Federal, State, or local) 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;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause of default; and
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Mark Bierman Director of Sales and operations
Name and Title of Authorized Representative

Mark Bierman
Signature

2/12/2020
Date

(Please complete and return with the bid response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements


The undersigned certifies, to the best of his or her knowledge and belief, that:

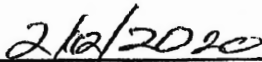
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Vendor Signature


Date



Company ID Number: 302607

**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 **Pomps Tire Service, 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 12980, 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



Company ID Number: 302807

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 Pumps Tire Service, Inc.

Donna M Gustafson

Name (Please Print)

Title

Electronically Signed
Signature

02/09/2010
Date

Department of Homeland Security -- Verification Division

USCIS Verification Division

Name (Please Print)

Title

Electronically Signed
Signature

02/09/2010
Date



Company ID Number: 302807

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Pumps Tire Service, Inc.

Company Facility Address: 1123 Cedar Street

Green Bay, WI 54301

Company Alternate

Address: P.O. Box 1630

Green Bay, WI 54308

County or Parish: BROWN

Employer Identification

Number: 390838988

North American Industry
Classification Systems

Code: 441

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified

for: 2

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

- WISCONSIN 2 site(s)

E-Verify



Company ID Number: 302807

- PENNSYLVANIA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Donna M. Gustafson	Fax Number:	(920) 433 - 2169
Telephone Number:	(920) 436 - 8301 ext. 203		
E-mail Address:	dgustafson@pompstfire.com		
Name:	Karmen D. Allen	Fax Number:	(920) 433 - 2172
Telephone Number:	(920) 436 - 8301 ext. 257		
E-mail Address:	kallen@pompstfire.com		



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

Request for Bid (RFB)

Robert Wilson, Buyer
(573) 886-4393 – Fax: (573) 886-4390
Email: Rwilson@boonecountymo.org

Bid Data

Bid Number: **18-22APR20**
Commodity Title: **Tires-Heavy Trucks and Large Equipment Term and Supply**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **WEDNESDAY, APRIL 22, 2020**
Time: **1:30 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash, Room 111
Columbia, MO 65201**
Directions: The Boone County Annex Building is located on the Southeast corner at 7th Street and Ash Street. Enter the building from the South Side. Wheel chair accessible entrance is available.

Bid Opening

Day / Date: **WEDNESDAY, APRIL 22, 2020**
Time: **1:30 P.M. C.S.T.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash, Room 111
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: **Response Form
Work Authorization Certification
Certification of Individual Bidder
Individual Bidder Affidavit
Debarment Form
Standard Terms and Conditions**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department(s) or Office(s) - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.
Designee - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of [forty-eight] hours in advance of the bid deadline. Bids, addendums, bid tabulations and bid awards are posted on our web site at: www.showmeboone.com
 Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or an "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the services can be obtained from cooperative MMPPC or other government contracts under more favorable terms.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 - 1) the provisions of the Contract (as it may be amended);
 - 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for **Tires and Tire Related Services for Medium and Heavy Trucks and Large Equipment**.
- 2.1.1. **Scope of Work** – The contractor shall provide all services, supervision, labor, equipment, products, and materials necessary to provide the County with tires and tire related services for heavy trucks and large equipment.
- 2.1.2. **Estimated Quantity** – All orders shall be placed on an “as needed basis”. The County does not guarantee a minimum volume for purchases under a prospective contract.
- 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from May 1, 2020 through April 30, 2021 and may be automatically renewed for up to an additional three (3) one-year periods unless canceled by the Purchasing Director in writing prior to a renewal term.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **MINIMUM REQUIREMENTS – ALL TIRES SHALL BE GRADE NO. 1. NO BLEMISHED OR SECONDS WILL BE ACCEPTED (Note –retread tires shall be the only exception to this requirement). All tires should fit American size standards.**
- 2.5.1. Contractor to stock, provide and/or install new tires as outlined by the County.
- 2.5.2. Contractor to provide related services as needed (e.g. mounting, flat repair, computer balancing, alignment, etc.).
- 2.5.3. Contractor to provide 24-hour roadside service on an “as needed basis”. Contractor shall provide the name and telephone number of point of contact for 24-hour roadside service with the bid submission.
- 2.5.4. No portions of the work shall be assigned to a subcontractor without the prior knowledge and written consent of the County.
- 2.5.5. Contractor is responsible for repair and/or replacement of any damage (e.g. includes studs, nuts, etc.) done to the wheel or vehicle in the process of alignment of the vehicle and/or removing and replacing a tire. Contractor shall be required to correct any problem(s) associated with an alignment provided they are notified within five (5) days from the date the alignment was completed by said contractor. Contractor shall be required to commence work on County vehicles within thirty (30) minutes of their arrival and to continuously pursue the necessary work until completed.
- 2.5.6. If a roadside service call is requested, the Contractor shall be required to arrive within thirty (30) minutes of call for flat repair within the city limits and one (1) hour for flat repair outside the city limits. Contractor shall obtain county **vehicle number and mileage** and have the driver sign the work order legibly. Any tire that the contractor determines to be unsafe and/or needs replacing shall be cleared for replacement by the Road & Bridge Director, Greg Edington, or his designated county representative at (573) 449-8515.
- 2.5.7. **Discontinued Tires** – In the event a tire has been discontinued, the contractor will be required to substitute a tire of the same size that is equal to or greater in quality and durability at no additional expense and with the approval of the Road & Bridge Director, Greg Edington, or his designated county representative at (573) 449-8515.
- 2.6. **CONTRACTOR QUALIFICATIONS** – Contractor must be a fully authorized and licensed distributor for the manufacturer’s tires offered.

- 2.6.1. Contractor shall operate a fully equipped and outfitted stocking warehouse capable of providing all tires and related services within 20 miles of the Boone County Road & Bridge Department.
- 2.6.2. Contractor must own, operate, and maintain a fleet of roadside service vehicles for delivery, service, flat repair, and mounting of all sized tires.
- 2.7. **SPECIAL CONDITIONS**
- 2.7.1. **10.00R x 20, 11R-22.5, and 315 80R-22.5 Radial Steel Load Range H front tires** (All position tires are not acceptable); radial construction, flexible sidewalls, single steel carcass, heavy duty continuous rib tread pattern; tube type-16 ply; on/off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.2. **11R-22.5 and 315 80R-22.5 Radial Steel Load Range H rear tires** (All position tires are not acceptable); mud and snow tread; radial construction; flexible sidewalls; single steel carcass; aggressive block tread pattern; tube type – 16 ply; on/off-road compounding to resist cutting, chipping, and snags. Must be rated for all highway speeds.
- 2.7.3. **19.5L-24 R-4 Backhoe Tractor:** 19.5L-24 R-4 (10 ply) aggressive tread pattern, tubeless.
- 2.7.4. **400/80 R24 and 480/80 R34 Mowing Tractor:** Nokian tread design or equal, steel belted radial, tubeless. Load index rating – 149A8/B at a minimum. No R1 treads will be accepted.
- 2.7.5. **Compact Track Loaders/Mini Excavator Tracks:** Tracks shall be Heavy Duty Premium Tracks, Acceptable Brands are Bridgestone, Camoplast, Trelleborg or equal.
- 2.7.6. **WARRANTY** – Manufacturer’s standard warranty shall apply.
- 2.8. **REFERENCES** – Bidder should include a minimum list of three (3) references, from similar contacts only, who could attest to the quality of the proposed service and the firm’s knowledge, quality of work, timeliness, diligence, etc., including names, contact persons, and telephone number of references.
- 2.9. **INSURANCE REQUIREMENTS**
- 2.9.1. **Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.
- 2.9.2. **Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employee’s Liability and Worker’s Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Worker’s Compensation coverage shall meet Missouri statutory limits. Employers’ Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker’s Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers’ Liability Insurance for the protection of their employees not otherwise protected.
- 2.9.3. **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 & advertising injury, bodily 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 \$1,000,000.00 per occurrence/\$2,000,000 aggregate 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.

- 2.9.4. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. **Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.**
- 2.9.5. **Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$1,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- 2.9.6. **Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.
- 2.9.7. **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 County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.9.8. **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.
- 2.9.9. 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.

- 2.9.10. **Certificate Holder address:**
 County of Boone, Missouri
 C/O Purchasing Department
 613 E. Ash Street
 Columbia, MO 65201
- 2.10. **DESIGNEE** - Boone County Road & Bridge Department, Greg Edington, Director, 5551 S. Tom Bass Road, Columbia, Missouri 65201.
- 2.11. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Robert Wilson, Buyer, 613 E. Ash, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: Rwilson@boonecountymo.org.
- 2.12. **DELIVERY** - Boone County Road & Bridge Department, 5551 S. Tom Bass Road, Columbia, Missouri 65201.
- 2.12.1. **Delivery Terms** - FOB Destination – Inside Delivery, with freight charges fully included and prepaid. The seller pays and bears the freight charges.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses MUST be received by the date and time noted on the title page under "Bid Submission Information and Deadline". NO EXCEPTIONS. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **three (3) complete copies** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page under "Bid Opening", all Responses will be opened in public. Brief summary information from each will be read aloud.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - We reserve the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - We reserve the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - Our sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - We will evaluate submitted responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - We reserve the sole right to determine whether goods and/or services offered are acceptable for our use. We also reserve the right to request samples of any and/or all equivalent products bid in order to ensure comparative quality between those items and the name brand items specified on Attachment A.
- 3.5.3. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
- 3.5.4. **Endurance of Pricing** - Your pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

(Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.)

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. Email: _____

4.6. Fax Number: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

4.8. PRICING

Category 1 – Medium Truck Tires – Radial, Ply					
Item #	Size	Ply Rating	Type & Brand	Stock No.	Price (each)
4.8.1.a.	225/70 R19.5 Steering	12PR	_____	_____	\$ _____
4.8.1.b.	225/70 R19.5 Drive	12PR	_____	_____	\$ _____
4.8.2.	10.00-R22.5 Steering *	14 PR	_____	_____	\$ _____
4.8.3.	10.00-R20 Steering *	16PR	_____	_____	\$ _____
4.8.4.a.	11-R22.5 Steering *	16PR	_____	_____	\$ _____
4.8.4.b.	11-R22.5 Drive *	16PR	_____	_____	\$ _____
4.8.4.c.	11-R22.5 Drive Recap	16PR	_____	_____	\$ _____
4.8.5.	315/80 R22.5 Steering *	20PR	_____	_____	\$ _____
4.8.6.	215/75 R17.5 HTR	16 PR	_____	_____	\$ _____
4.8.7.	235/75 R17.5 HTR	16 PR	_____	_____	\$ _____
4.8.8.a.	245/70 R19.5 Steering	16 PR	_____	_____	\$ _____
4.8.8.b.	245/70 R19.5 Drive	16 PR	_____	_____	\$ _____
4.8.9.	255/70 R22.5 Steering	16PR	_____	_____	\$ _____

4.8.10.	TOTAL					\$
				*=On/Off Road Compound		
Category 2 – Tire, Off-Road, Radial, Construction Equipment						
Item #	Size	Ply Rating	Type & Brand		Stock No.	Price (each)
4.8.11.	17.5-R25	One *	(New)			\$
4.8.12.	17.5-R25	One *	(Recap SnowPlusTread)			\$
4.8.13.	20.5-R25	12	XHA			\$
4.8.14.	TOTAL					\$
Category 3 – Tire, Front and Rear Agriculture and Industrial						
Item #	Size	Ply Rating	Tire Code	Type & Brand	Stock No.	Price (each)
4.8.15.	19.5L-24	10	R-4			\$
4.8.16.	400/80 R24	149A8	TRI2			\$
4.8.17.	480/80 R34	164A8	TRI2			\$
4.8.18.	12-16.5 Foam Filled	10PR	NHS			\$
4.8.19.	TOTAL					\$
Category 4 – Skid Steer/Mini Excavator Tracks						
Item #	Size	Type & Brand		Stock No.	Price (each)	
4.8.20.	450-81-76				\$	
4.8.21.	450-81-78				\$	
4.8.22.	400-72.5-74				\$	
4.8.23.	450-100-48				\$	
4.8.24.	400-86-56				\$	
4.8.25.	TOTAL				\$	
Item #	Category 5 – Additional Tire Related Services				Price	
4.8.26.	Tire Repair – In Shop (each)				\$	
4.8.27.	Balancing of Tire (each)				\$	
4.8.28.	Alignment – Front axle				\$	
4.8.29.	Alignment –Two/Three axle (Tandem/Single trucks)				\$	
4.8.30.	Service Call in County normal business hours (per hour)				\$	
4.8.31.	Service Call in County for Emergency After-Hour, nights/weekends/Holidays (per hour)				\$	
4.8.32.	Service Call in County (per mile)				\$	
4.8.33.	Flat Shop Rate (per hour)				\$	

4.8.34.	Mounting and Dismounting (Medium Truck Tires)	\$ _____
4.8.35.	Mounting and Dismounting Dry Tires (per cross section inch)	\$ _____
4.8.36.	Mounting and Dismounting Tires with Fluid (per cross section inch)	\$ _____
4.8.37.	Alternate liquid material for weight fill on tractor tires - Non-corrosive, non-toxic, biodegradable, non-flammable and heavier than calcium/magnesium, temperature rated to less than -35 degrees F. No Methanol accepted.	\$ _____
4.8.38.	Tire Disposal – Categories 1 (per tire)	\$ _____
4.8.39.	Tire Disposal – Category 2 and 3 (per tire)	\$ _____
4.8.40.	Track Disposal – Category 4 (per track)	
4.8.41.	Valve Stems (each)	\$ _____
4.8.42.	Tire Fee Per Senate Bill 225	\$ _____
4.8.43.	TOTAL	\$ _____

GRAND TOTAL (4.8.10 + 4.8.14 +4.8.19 +4.8.25. +4.8.43.) \$ _____

4.9. Minimum discount for all product lines introduced after inception of the contract and all existing lines not specified herein: _____ %
 Maximum Percentage Increase for each potential renewal period:

_____ % 1st Renewal Period
 4.10. _____ % 2nd Renewal Period
 _____ % 3rd Renewal Period

4.11. Attach the required references as per section 2.9.

4.12. Please list below or attach information on any additional services and warranties offered by your company.

4.13. **Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?**
 _____ Yes _____ No

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 the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Today's Date: _____

Authorized Representative (Sign By Hand):

Type or Print Signed Name:

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

(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

(Please complete and return with Contract)

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

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- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date



Standard Terms and Conditions

Boone County Purchasing

613 E. Ash, Room 111

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

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.



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

“No Bid” Response Form

Robert Wilson, Buyer
(573) 886-4393 – 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:18-22APR20 - Tires-Heavy Trucks and Large Equipment Term and Supply

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:



Boone County Purchasing

613 E. Ash Street, Room 113

Columbia, MO 65201

Robert Wilson, Buyer

Phone: (573) 886-4393 – Fax: (573) 886-4390

Email: rwilson@boonecountymo.org

BOONE COUNTY, MISSOURI

Request for Bid 18-22APR20 – Tires – Heavy Trucks and Large Equipment – Term & Supply

ADDENDUM # 1 - Issued April 9, 2020

Prospective bidders are hereby notified of the following revisions to Request for Bid 18-22APR20:

1. The County is allowing submission of bids via e-mail during the COVID-19 pandemic response period. The bidder is allowed to submit their complete authorized bid by sending it by the indicated bid submission due date and time to:

Robert Wilson

rwilson@boonecountymo.org

The bidder should provide identification that authenticates the legitimacy of the bid with the e-mail submission such as using company letterhead, logos, or other detail.

The bidder is cautioned that the e-mail system is not considered secured and the bidder so assumes all risk associated with submission of their bid using the e-mail system – the County assumes no responsibility for any errors, omissions or other miscommunication the bidder may allege as a result of submitting their bid to the County via e-mail.

This addendum is issued in accordance with the RFB and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with bid response including the *Vendor Response and Pricing Pages*.

By:

**Robert Wilson, Buyer
Boone County Purchasing**

The bidder has examined **Addendum #1 to Request for Bid #18-22APR20 – Tires – Heavy Trucks and Large Equipment – Term & Supply**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Authorized Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

237 2020

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 2020

County of Boone

} ea.

In the County Commission of said county, on the

2nd

day of

June

20 20

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

Now on this day, the County Commission of the County of Boone does hereby acknowledge the following budget amendment from the Prosecuting Attorney's Office to account for increased funding received for the Violence Against Women Act (VAWA) Grant for 2020-2021.

Department	Account	Department Name	Account Name	Decrease \$	Increase \$
1261	10100	Prosecuting Attorney	Salaries & Wages		47,510
1261	10200	Prosecuting Attorney	FICA		3,380
1261	10300	Prosecuting Attorney	Health Insurance		2,860
1261	10325	Prosecuting Attorney	Disability Insurance		160
1261	10350	Prosecuting Attorney	Life Insurance		40
1261	10375	Prosecuting Attorney	Dental Insurance		36
1261	10400	Prosecuting Attorney	Workers COMP		80
1261	10500	Prosecuting Attorney	401 (A) Match Plan		340
1261	10510	Prosecuting Attorney	Cerf-Employer PD Contrib		600
1261	70050	Prosecuting Attorney	Software Service Contract		645
2905	70050	LE/Judicial Info SYS-LE Sales TX	Software Service Contract		4,730
1261	70100	Prosecuting Attorney	Contractual Services		255
1261	91100	Prosecuting Attorney	Furniture & Fixtures		2,545
1261	91301	Prosecuting Attorney	Computer Hardware		4,050
1261	3411	Prosecuting Attorney	Federal Grant Reimburse		67,231
					232,584

Done this 2nd day of June 2020.

ATTEST:

Brianna L. Lennon
 Brianna L. Lennon
 Clerk of the County Commission

Daniel Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

Anticipated Costs for an PT Investigator, PA Office

Prepared by: J. Flowers, Auditor's Office 05/12/2020

January 1, 2020 - December 31, 2020

Investigator, range 40 @ Flexible Hiring Rate of \$22.80/hr

<u>Account</u>	<u>Budget Hours</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Budget 2020</u>
10100 Salary & Wages	771.35	22.8	17,586.78	17,587
10200 FICA		0.0765	1,345.39	1,346
10300 Health Ins		5712		-
10325 Disability Ins		0.0036	63.31	63
10350 Life Ins				-
10375 Dental Ins		420		-
10400 Workers Comp		0.0018	31.66	32
10500 401A Match				-
10510 CERF 2% Match				-
Total			19,027.14	\$ 19,028

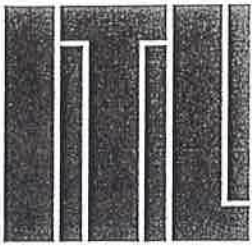
Anticipated Costs for an Asst Prosecuting Attorney II Position

Prepared by: J. Flowers, Auditor's Office 05/12/2020

January 1, 2020 - December 31, 2020

Assistant Prosecuting Attorney, range 51 @ Flexible Hiring Rate of \$29.92/hr

<u>Account</u>	<u>Budget Hours</u>	<u>Rate</u>	<u>Total Cost</u>	<u>Budget</u>
10100 Salary & Wages	1000	29.92	29,920.00	29,920
10200 FICA		0.0765	2,288.88	2,289
10300 Health Ins	6 Months	5712	2,856.00	2,856
10325 Disability Ins		0.0036	107.71	108
10350 Life Ins	6 Months		36.00	36
10375 Dental Ins	6 Months	420	210.00	210
10400 Workers Comp		0.0018	53.86	54
	13 Pay			
10500 401A Match	Periods		325.00	325
10510 CERF 2% Match			598.40	599
Total			36,395.85	\$ 36,397



INSIDE THE LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
 FX: 573.234.0777

PROPOSAL
 18638

DATE 05/05/20
 PROJECT#: 116-8

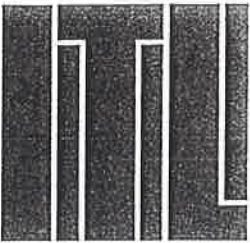
PROPOSE TO:

Boone County
 BONNIE ADKINS
 PROSECUTOR'S OFFICE
 705 E WALNUT
 COLUMBIA MO 65201

INSTALLATION ADDRESS:

Boone County
 PROSECUTING ATTORNEY'S OFFICE
 705 E WALNUT
 BONNIE ADKINS 573-886-4112
 COLUMBIA MO 65201

CONTACT		REPRESENTATIVE	DESIGNER	TERMS	
		Abbey Milligan		NET 30	
#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
Pricing Based On: NJPA Contract 031715-KII					
1	1	7D/D2472 -74P-P	700 Series Desk, Partial Modesty Panel, 74P Edge, 24x72"W Grommets - left and right Sand KI Laminates DESERT ZEPHYR 4841-60 Sand edge/Sand grommet Tag(s): D247274PP 7DWSU List Price: 1159.00	672.22	672.22
2	1	7D/R2448 -74P-P	700 Series Desk, Return, Partial Modesty Panel, 74P Edge, 24x48"W Grommets - left and right Sand KI Laminates DESERT ZEPHYR 4841-60 Sand edge/Sand grommet Tag(s): R244874PP 7DWSU List Price: 977.00	566.66	566.66
3	2	S7P/1524 WBBF	700 Series Files Supporting Ped-Box/Box/File-24" Nominal Depth Classic (inset pull) Sand Key standard Tag(s): WBBF S7PDU List Price: 867.00	502.86	1,005.72
4	4		Delivery & Install \$75.00 per manhour per NJPA 031715-KII	75.00	300.00



INSIDE THE LINES
 100 E TEXAS AVE
 COLUMBIA, MO 65202
 PH: 573.234.0778
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PROPOSAL
 18638

DATE 05/05/20
 PROJECT#: 116-8

PROPOSE TO:

Boone County
 BONNIE ADKINS
 PROSECUTOR'S OFFICE
 705 E WALNUT
 COLUMBIA MO 65201

INSTALLATION ADDRESS:

Boone County
 PROSECUTING ATTORNEY'S OFFICE
 705 E WALNUT
 BONNIE ADKINS 573-886-4112
 COLUMBIA MO 65201

CONTACT

REPRESENTATIVE

DESIGNER

TERMS

Abbey Milligan

NET 30

#	QTY	MODEL	DESCRIPTION	SELL	EXTENDED
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Pricing valid for 30 days.
A 50% deposit of all project costs is due upon order approval.
The remaining balance will be due 15 (fifteen) days after scheduled install date.

Pricing quoted does not include storage beyond scheduled install date, storage fees may apply.
Lead times are approximate and refer to shipping dates.
INSIDE THE LINES is not liable for any delays during shipping.

PRODUCT 2,244.60

INS/DEL 300.00

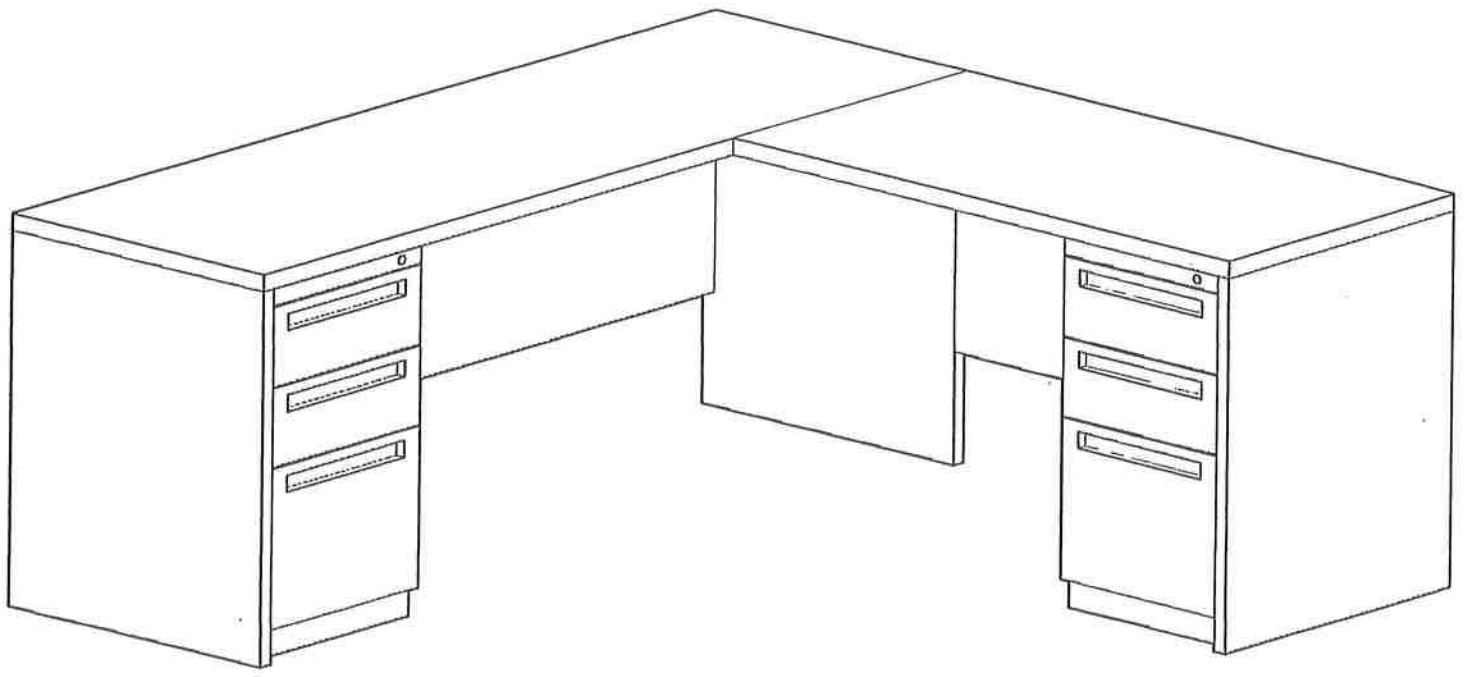
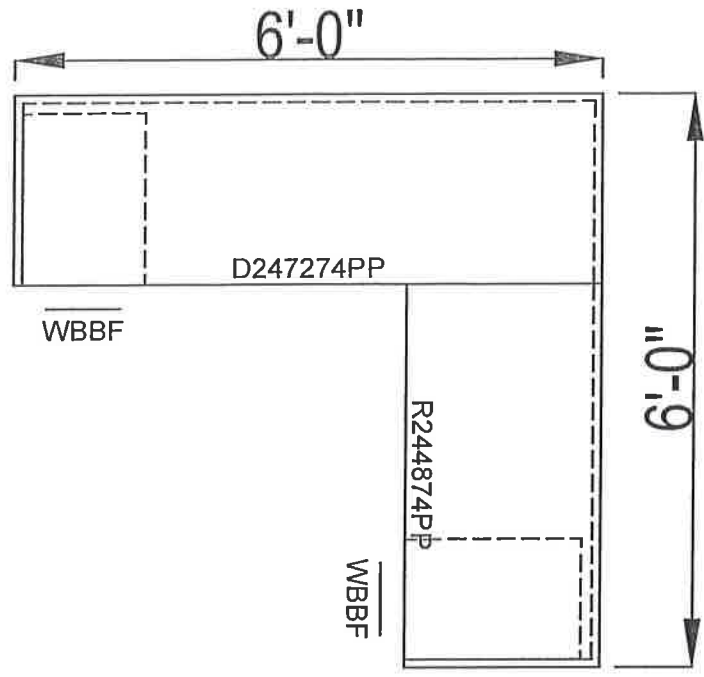
TOTAL 2,544.60

Approval Date: 5/5/2020

Approved By: Jessica Watson

Install Date: _____

Completion Date: _____



INSIDE THE LINES
Transforming Workspaces
 100 E Texas Ave Columbia, MO 65202
 Tel: 573.234.0778 Fax: 573.234.0777
 www.insidethelines.net

PROJECT:	Boone County Prosecutor Additional Workstation		
DRAWING:	Plan & Perspective		
REVISION	DATE-DESIGNER		
	05/05/2020-CJ		

ISSUE DATE:	05/05/2020
AM:	AM
PROPOSAL:	18638
PAGE NO:	1 of 1
SCALE ON 8 1/2" x 11": 1/2" = 1' 0"	

VAWA A
Budget 20-21

Measurable Objectives	VAWA Outcomes
90% of survivors will report having received information about the criminal justice process and their individualized case.	During the two-year grant cycle from January 1, 2018 through October 27, 2019 the DV prosecutors served 2494 victims of domestic violence. 100% of those victims have received in person, mail, email or phone communication from either the advocate or assistant prosecuting attorney assigned to the case. When compared with the previous grant cycle, individualized contact with victims was maintained at 100%. Surveys were also sent to 100% of the DV victims and fifty-five surveys were returned to our office. Thirty-six victims (65.46%) stated that they received information about the criminal justice process and their individual case from our office, twelve stated they did not receive any information and six did not respond to the question or said it was not applicable. The DV assistant prosecutors, through verbal communication, verified that each victim they worked with received information about the criminal justice process. Getting victims to fill out and return surveys to our office is an on-going challenge. We will continue to strive to meet our goal of 90%.
90% of survivors will report having received information on available community resources.	During the two-year grant cycle from January 1, 2018 through October 26, 2019 the DV assistant prosecutors served 2494 victims of domestic violence. Surveys were sent to 100% of the victims and fifty-five surveys were returned to our office. Twenty-four victims (46.64%) stated that they received information on available community resources; twenty-three victims stated that they didn't receive any information, and six victims didn't answer the question or said it was not applicable. The DV assistant prosecutors through verbal communication verified that those victims needing referrals to community resources were provided that information. 90% will continue to be our goal.

Personnel

Name	Title	Position	Employment Status	Salary per Pay Period	Number of Pay Periods	% of Grant Funded Time	Total Cost	Local Match %	Local Match Share	Federal/State Share
Heather Richenberger (2020)	Assistant Prosecuting Attorney	Retained	FT	\$2,500.00	26.0	75.0	\$48,750.00	25.0	\$12,187.50	\$36,562.50
Heather Richenberger (2021)	Assistant Prosecuting Attorney	Retained	FT	\$2,575.00	26.0	75.0	\$50,212.50	25.0	\$12,553.13	\$37,659.38
Kristin Mengwasser (2020)	Assistant Prosecuting Attorney	Retained	FT	\$2,572.00	26.0	75.0	\$50,154.00	25.0	\$12,538.50	\$37,615.50
Kristin Mengwasser (2021)	Assistant Prosecuting Attorney	Retained	FT	\$2,650.00	26.0	75.0	\$51,675.00	25.0	\$12,918.75	\$38,756.25
Nicholas Komoroski - Match (2020)	Assistant Prosecuting Attorney II	Retained	FT	\$2,720.00	26.0	44.58	\$31,526.98	100.0	\$31,526.98	\$0.00
Nicholas Komoroski - Match (2021)	Assistant Prosecuting Attorney II	Retained	FT	\$2,801.60	26.0	44.58	\$32,472.79	100.0	\$32,472.79	\$0.00
To Be Hired (2020)	DV Investigator	Created	PT	\$1,094.40	16.07	100.0	\$17,587.01	0	\$0.00	\$17,587.01
To Be Hired (2020)	Assistant Prosecuting Attorney II	Created	FT	\$2,393.60	16.07	100.0	\$38,465.15	0	\$0.00	\$38,465.15
To Be Hired (2021)	DV Investigator	Created	PT	\$1,127.23	26.0	100.0	\$29,307.98	0	\$0.00	\$29,307.98
To Be Hired (2021)	Assistant Prosecuting Attorney II	Created	FT	\$2,465.41	26.0	100.0	\$64,100.66	0	\$0.00	\$64,100.66
							\$414,252.07		\$114,197.65	\$300,054.43

Personnel Justification

cases. A 3% merit increase is factored in for the 2021 salary for the **new** domestic violence prosecuting attorney and **new** domestic violence investigator. As of this date there are twenty-nine (29) pending homicide cases, an all-time record in Boone County and five (5) of those homicide cases involve a female victim. We currently have fifteen (15) assistant prosecuting attorneys and each prosecutor is handling two (2) homicide cases. Each prosecuting attorney has an average of four-hundred (400) cases including their homicide cases. Having an additional DV assistant prosecuting attorney and DV investigator will allow us to give victims of domestic violence more individual attention by further dividing up the caseload.

The **new** DV assistant prosecuting attorney will represent the State of Missouri in criminal prosecution of domestic violence cases in Boone County. They will conduct factual and legal analysis of domestic violence reports submitted by law enforcement to determine what charges should be filed based on the facts and the law. From here, the DV assistant prosecuting attorney will prepare domestic violence cases for trial and other hearings and present evidence in a court of law. They will also be responsible for writing briefs in domestic violence appeals and trial briefs and will manage a domestic violence caseload consisting of pending criminal actions with objectives to ensure that resolution is obtained and secured. With the increasing level of domestic violence in Boone County, we changed our caseload by dividing up the domestic violence cases between the two (2) grant-funded assistant prosecutors and a third (3rd) Boone County funded domestic violence assistant prosecuting attorney that we are using for match in this grant application. We now have three (3) assistant prosecuting attorneys dedicated to domestic violence cases and we are projected to handle more than fourteen-hundred (1400) domestic violence offenses in 2019. Having an additional prosecutor will allow us to reduce the caseload of the DV prosecutors by over fifty (50) cases each.

Currently, our office has three investigators whose time is divided between all current fifteen (15) prosecuting attorney's. With the addition of a **new** DV investigator we will be able to have an investigator who is able to dedicate all of his or her time to domestic violence cases. The **new** DV investigator will assist in the development plan for prosecuting violence against women cases. He or she will interview witnesses and victims in preparation for court testimony and will prepare reports based on those interviews. The **new** DV investigator will be responsible for retrieving evidence from various Boone County law enforcement agencies for trials and hearings and will be responsible for maintaining security of those items. We have added prosecuting attorneys over the past five years, but we have not added any investigators since 2009. With the escalation of the number of serious felony and domestic violence related cases, the burden on our investigators and prosecuting attorneys is becoming overwhelming.

Personnel Benefits

Category	Item	Salary/Premium	Percentage/# of Periods	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
CERF	CERF Retirement - Asst Pros Atty	\$102,565.81	0.02	100.0	\$2,051.32	0	\$0.00	\$2,051.32

	(2020&2021)							
Dental Insurance	Dental Insurance-DV Asst Prosecuting Attorney (2020)	\$35.00	8.0	100.0	\$280.00	0	\$0.00	\$280.00
Dental Insurance	Dental Insurance-DV Asst Prosecuting Attorney (2021)	\$36.75	12.0	100.0	\$441.00	0	\$0.00	\$441.00
Disability Insurance	Disability Insurance DV Asst Prosecuting Attorney (2020&2021)	\$102,565.81	0.0036	100.0	\$369.24	0	\$0.00	\$369.24
FICA/Medicare	FICA/Medicare-Asst Pros Attorney and DV Investigator (2020 and 2021)	\$149,460.80	0.0765	100.0	\$11,433.75	0	\$0.00	\$11,433.75
Life Insurance	Life Insurance - DV Asst Prosecuting Attorney (2020)	\$6.00	8.0	100.0	\$48.00	0	\$0.00	\$48.00
Life Insurance	Life Insurance - DV Asst Prosecuting Attorney (2021)	\$6.30	12.0	100.0	\$75.60	0	\$0.00	\$75.60
Medical Insurance	Medical Insurance-Asst Prosecuting Attorney (2020)	\$476.00	8.0	100.0	\$3,808.00	0	\$0.00	\$3,808.00
Medical Insurance	Medical Insurance-Asst Prosecuting Attorney (2021)	\$500.00	12.0	100.0	\$6,000.00	0	\$0.00	\$6,000.00
Pension/Retirement	401A Match-DV Asst Prosecuting Attorney (2020 & 2021)	\$25.00	42.0	100.0	\$1,050.00	0	\$0.00	\$1,050.00
Workers Comp	Workers Comp-DV Asst Prosecuting Attorney (2020 and 2021)	\$102,565.81	0.0022	100.0	\$225.64	0	\$0.00	\$225.64
					\$25,782.55		\$0.00	\$25,782.55

Personnel Benefits Justification

Benefits Justification

If personnel benefits are included in the budget, provide justification for each fringe benefit.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If your agency anticipates a premium or rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

We are requesting funding for 100% of the benefits for a **new** DV assistant prosecuting. The benefits include FICA/Medicare, medical insurance, dental insurance, life insurance, long-term disability, 401A contribution, workers comp and CERF (County Employees Retirement Fund) pension plan.

Boone County contributes 2% of the 6% salary contribution requirement for employees choosing to be a part of the CERF pension plan. We are requesting reimbursement for that percentage for the DV assistant prosecuting attorney for seven months in 2020 and twelve months in 2021.

Volunteer Match Justification

Volunteer Match Justification

If volunteer match is included in your application explain the number of volunteers that will be used, the activities that they will be conducting and when they will be conducting these activities (day, evening, weekends).

Travel/Training

Item	Category	Unit Cost	Duration	Number	Total Cost	Local Match %	Local Match Share	Federal/State Share
					\$0.00		\$0.00	\$0.00

Travel/Training Justification

Travel/Training Justification

If travel/training is included in the budget, provide justification for each expense and why such is necessary to the success of the proposed project.

For training, identify the name of training or conference, the location, and date(s) of the training. If either the name, location, or date(s) is unknown, clearly identify such.

Describe the anticipated benefit and/or a synopsis of the training and who will be attending such event.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

Equipment

Item	Description	Unit Cost	Quantity	Source of Bid	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Desk	Desk for DV Assistant Prosecuting Attorney	\$3,200.00	1.0	Inside the Lines	100.0	\$3,200.00	0	\$0.00	\$3,200.00
Personal Computer	PC for DV Assistant Prosecuting Attorney and Investigator	\$1,000.00	2.0	Boone County I.T. Department	100.0	\$2,000.00	0	\$0.00	\$2,000.00
Printer	Color Printer for DV Investigator	\$1,200.00	1.0	Boone County I.T. Department	100.0	\$1,200.00	0	\$0.00	\$1,200.00
Scanner	Scanner for DV Investigator	\$1,200.00	1.0	Boone County I.T. Department	100.0	\$1,200.00	0	\$0.00	\$1,200.00

Equipment Justification

Equipment Justification

If equipment is included in the budget, provide justification for each item.

Address why the item is needed, whether it is a replacement or an addition, who will use it, and how it will be used.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

We are requesting a computer for our **new** DV assistant prosecuting attorney and investigator. We are also requesting a color printer, and a scanner for the investigator. Both positions require the basic tools that the other assistant prosecuting attorneys and investigators have in order to perform their jobs. Currently our assistant prosecuting attorneys do not have printers and scanners, but all of our investigators do. The investigators scan, edit, and print photos and other evidence that is required for investigation and trial and they need the appropriate hardware to complete these tasks. The cost estimates for computer equipment are provided by our Boone County I.T. Department.

We are requesting a desk for the **new** DV assistant prosecuting attorney. It will be necessary to convert one of our interview rooms into an office for the **new** DV assistant prosecuting attorney because there is no more office space available in the Boone County Prosecuting Attorney's Office. With our space shortage, the **new** DV investigator will sit in one of our intern cubicles. The cost estimate for the desk is provided by Inside the Lines, and a copy of the estimate is attached to this application.

Supplies/Operations

Item	Basis for Cost Estimate	Unit Cost	Quantity	% of Funding Requested	Total Cost	Local Match %	Local Match Share	Federal/State Share
Adobe Premiere Pro Editing Software License for Investigator	One-Time	\$370.00	1.0	100.0	\$370.00	0	\$0.00	\$370.00
Adobe Pro - Software License for DV Assistant Prosecuting Attorney	One-Time	\$170.00	1.0	100.0	\$170.00	0	\$0.00	\$170.00
Dual Monitors for DV Assistant Prosecuting Attorney and Investigator	One-Time	\$400.00	4.0	100.0	\$1,600.00	0	\$0.00	\$1,600.00
Karpel - Yearly Technology Fee	Annual	\$65.00	4.0	100.0	\$260.00	0	\$0.00	\$260.00
Karpel License - DV Assistant Prosecuting Attorney & Investigator	One-Time	\$1,850.00	2.0	100.0	\$3,700.00	0	\$0.00	\$3,700.00
Karpel Yearly Maintenance Fee - DV Assistant Prosecuting Attorney & Investigator	Annual	\$450.00	4.0	100.0	\$1,800.00	0	\$0.00	\$1,800.00

Microsoft User CAL	One-Time	\$65.00	2.0	100.0	\$130.00	0	\$0.00	\$130.00
Office 365 Annual Software License - DV APA & Investigator	Annual	\$215.00	4.0	100.0	\$860.00	0	\$0.00	\$860.00
Symantec Antivirus Maintenance Fee - DV Assistant Prosecuting Attorney & Investigator	Annual	\$21.00	4.0	100.0	\$84.00	0	\$0.00	\$84.00
Symantec Antivirus Software License - DV Assistant Prosecuting Attorney & Investigator	One-Time	\$60.00	2.0	100.0	\$120.00	0	\$0.00	\$120.00
					\$9,094.00		\$0.00	\$9,094.00

Supplies/Operations Justification

Supplies/Operations Justification

If supplies/operations are included in the budget, provide justification for each expense.

Address why the item is necessary for the proposed project, who will use it, and how it will be used.

If your agency anticipates a rate change during the contract period, indicate the effective date of change and the reasoning for such change.

If using Match in this section please identify who will be providing these funds and describe the source of the funds.

If an Increase and/or new line item is being requested, please explain why it is being requested and how the agency has paid for this expense in the past.

Supplanting DOES apply to non-profit agencies as well as government agencies.

The **new** DV assistant prosecuting attorney and investigator will need specific software licenses in order to perform their jobs. The cost for Adobe Premier Pro will be \$370.00 and the DV investigator will use it to view, edit, create, print and manage PDFs. The cost for Adobe Acrobat Pro will be \$170.00 and will be used by the DV assistant prosecuting attorney to view, create, print and redact sensitive victim information from documents that will be disclosed to the defense and filed with the Court. We are now paperless and E-File all our documents with the Court, and using Adobe Acrobat Pro is far more efficient when redacting information than redacting by hand. All Boone County staff members use Prosecutor by Karpel PBK case management system, Microsoft CAL, Office 365 and, Symantec Antivirus software to protect our electronic data. Each PBK license fee one-time cost will be \$1,850.00. PBK also requires a yearly maintenance fee and a yearly technology fee. The yearly cost for PBK maintenance will be \$450.00 per person per year for 2020 and 2021 and the yearly PBK technology fee will be \$65.00 per person per year for 2020 and 2021. The yearly cost for Office 365 will be \$215.00 and Microsoft User CAL will be \$65.00 per person per year for 2020 and 2021. Symantec Antivirus Software license one time fee will be \$60.00 per person and there is a \$21.00 maintenance fee per person per year for 2020 and 2021.

We are requesting dual monitors for our **new** DV assistant prosecuting attorney and **new** DV investigator. We are also requesting editing software for the investigator. Both positions require the basic tools that the other assistant prosecuting attorneys and investigators have in order to perform their jobs. Currently our assistant prosecuting attorneys do not have printers and scanners, but all of our investigators do. The investigators scan, edit, and print photos and other evidence that is required for investigation and trial and they need the appropriate software and hardware to complete these tasks. The cost estimates for computer equipment are provided by our Boone County I.T. Department.

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

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June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

2nd

day of

June

20 20

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

Now on this day the County Commission of the County of Boone does hereby approve the Boone County Commission Quarter I 2020 Minutes, beginning on 1/2/2020 through 3/31/2020.

Done this 2nd day of June 2020.

ATTEST:

Brianna L. Lennon
Brianna L. Lennon
Clerk of the County Commission

Daniel Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
Fred J. Parry
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner