

# 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

23rd

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 recognize the generosity and professionalism of Woodruff, especially Shannan Baker, Scott Shade and their team; the dedication to his students and to the art and science of teaching of Scott Fuenfhausen; and the enthusiasm and ingenuity of Hickman High School alumni Walter Bratrud, Fletcher Orr, Sam Wills, Conor Byrne, Kaylee DeMoss, Jasper Schomaker, and Caleb Mitchell.

Done this 23rd 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. Parr*  
Fred J. Parr  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

# PROCLAMATION RECOGNIZING THE WOODRUFF-HICKMAN HIGH SCHOOL STUDENT BICENTENNIAL COLLABORATION

- Whereas,* Boone County, Missouri, established on November 16, 1820, is celebrating its Bicentennial Year with a variety of activities and opportunities meant to reach all Boone Countians; and
- Whereas,* as the Boone County Bicentennial Committee began planning the county-wide celebrations, they knew the success of these opportunities would depend upon effective marketing throughout all Boone County communities; and
- Whereas,* in 2018, committee member Rhonda Proctor reached out to Columbia Area Career Center teacher Scott Fuenfhausen and his Hickman High School advanced marketing class, Advertising & Promotions, with the opportunity to become part of the Bicentennial team and to work with professionals in the field to gain first-hand experience developing a successful marketing campaign; and
- Whereas,* Woodruff, a multi-national corporation based in Boone County that provides innovative, data-driven, and creative business solutions through marketing and publicity, demonstrated its commitment to the community by generously offering the time and talents of Shannan Baker, Scott Shade and their team, accepting for payment only the knowledge that these students' experience was enriched beyond measure by their professional interaction with Woodruff; and
- Whereas,* Shannan, Scott and their team imparted professional guidance and mentoring as they collaborated with the students of the 2018-2019 Advertising & Promotions class, as well as the Hickman High School students of the 2019-2020 Sports & Entertainment Marketing class, who utilized their time with the professionals at Woodruff during meetings and internships to learn what it takes to create a targeted and holistic promotional campaign in a real-world situation; and
- Whereas,* "All Trails Lead Home," the logo and tagline developed through this collaboration, captures the pioneering and community-based spirit of Boone County and will be featured on Bicentennial marketing items sold throughout 2020, the proceeds from which will assist a COVID-19 relief project focused on and determined by the school districts within Boone County; and
- Whereas,* these students have each chosen to continue their education, pursuing various fields of study, at the University of Missouri, which, along with the communities in which these students ultimately work and live, will benefit from the enthusiasm and creativity these students exhibited through this collaboration.
- Therefore,* the Boone County Commission does hereby recognize the generosity and professionalism of Woodruff, especially Shannan Baker, Scott Shade and their team; the dedication to his students and to the art and science of teaching of Scott Fuenfhausen; and the enthusiasm and ingenuity of Hickman High School alumni Walter Bratrud, Fletcher Orr, Sam Wills, Conor Byrne, Kaylee DeMoss, Jasper Schomaker, and Caleb Mitchell.

IN TESTIMONY WHEREOF, this 23<sup>rd</sup> day of June, 2020.

---

Daniel K. Atwill, Presiding Commissioner

---

Fred J. Parry, District I Commissioner

---

Janet M. Thompson, District II Commissioner

ATTEST:

---

Brianna L. Lennon, County Clerk

274-2020

# 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

23rd

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 authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 12900 N. Bethlehem Road, parcel #05-600-24-01-006.00 01.

Done this 23rd 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. Parly*  
Fred J. Parly  
District I Commissioner

*Janet M. Thompson*  
Janet M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement )  
12900 N Bethlehem Rd )  
Harrisburg, MO 65256 )  
)

June Session  
April Adjourned  
Term 2020  
Commission Order No. 274-2020

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 23<sup>rd</sup> day of June 2020, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: a derelict/unlicensed/junk-filled/dismantled/inoperable tan Ford Excursion and a grey four-door vehicle, trash, rubbish, and garbage on the premises.
4. The location of the public nuisance is as follows: 12900 N Bethlehem Rd, Harrisburg, MO, a/k/a parcel# 05-600-24-01-006.00 01, Lakeview Estates Lot 6, Section 24, Township 50, Range 14 as shown by deed book 4566 page 0145, Boone County
5. The specific violation of the Code is: trash, rubbish, and garbage in violation of section 6.5 of the Code and a derelict/unlicensed/junk-filled/dismantled/inoperable tan Ford Excursion and a grey four-door vehicle in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 7<sup>th</sup> day of May 2020, to the property owner by publication in a newspaper of general circulation published within the geographic vicinity where the violation occurred.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for

- said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

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

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

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

Boone County, Missouri  
By Boone County Commission

*Daniel Atwill*  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

*Brianna DeWitt*  
\_\_\_\_\_  
Boone County Clerk

Johnna Nichole and Jaime Pena Vargas

12900 N Bethlehem Rd

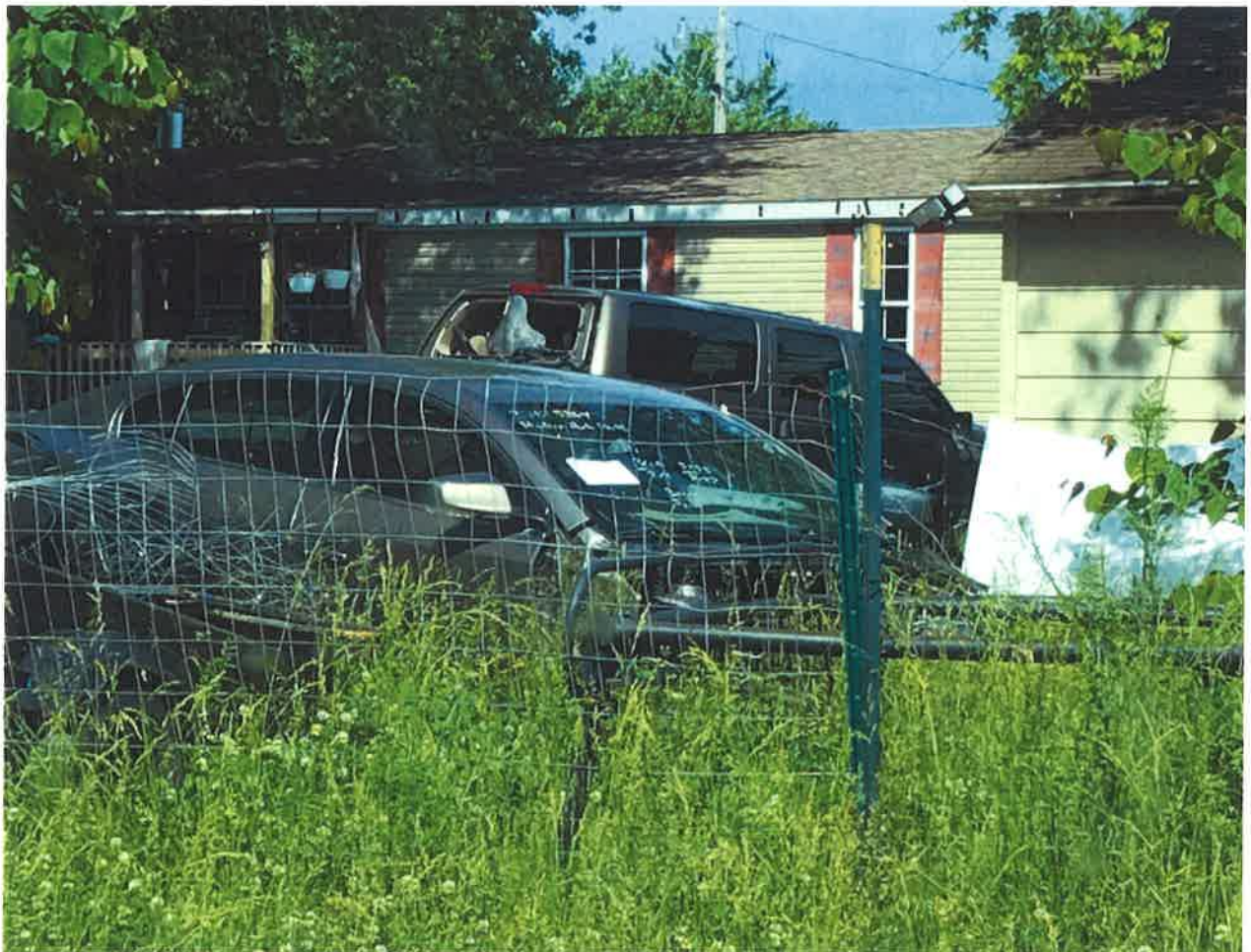
Health Department nuisance notice – timeline

- 3/18/20: Citizen complaint received
- 3/12/20: Initial inspection conducted
- 3/14/20: Notice of violation sent to owner, return receipt requested
- 5/7/20: Notice of violation posted in a newspaper of general circulation published within the geographic vicinity where the violation occurred
- 6/5/20: Reinspection conducted – violation not abated – Photographs taken ~ 4:10 p.m.
- 6/9/19: Hearing notice sent

Photographs taken 6/5/20 @ ~ 4:10 p.m.

derelict/unlicensed/junk-filled/dismantled/inoperable tan Ford Excursion, grey four-door vehicle, trash, rubbish and garbage on the premises











COPY



## HEARING NOTICE

VARGAS JOHNNA NICHOLE  
12900 N BETHLEHEM RD  
HARRISBURG, MO 65256

An inspection of the property you own located at 12900 N BETHLEHEM RD (parcel # 05-600-24-01-006.00 01) was conducted on June 5, 2020 and revealed trash, rubbish, garbage, tires, and derelict/unlicensed/junk-filled/dismantled/inoperable tan Ford Excursion and a grey four-door vehicle on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5 and 6.9.

You are herewith notified that the a hearing will be held before the County Commission on June 23, 2020 at 9:30 a.m. in **Room 301** at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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

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

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 9th day of

June 2020 by GB



**Page** : 1 of 1 05/05/2020 13:17:17  
**Order Number** : 31006430  
**PO Number** :  
**Customer** : L30954561 Col/BC Dept Pub Health/Human St  
**Contact** : Donna  
**Address1** : P.O. Box 6015  
**Address2** :  
**City St Zip** : Columbia MO 65205  
**Phone** : (573) 874-7488  
**Fax** :  
**Credit Card** :  
**Printed By** : Cook, Melody R.  
**Entered By** : Cook, Melody R.  
**Keywords** : VARGAS JOHNNNA NICHOLE  
**Notes** :  
**Zones** :

**Ad Number** : 31018492  
**Ad Key** : 31006430  
**Salesperson** : 67 - Legal Acct  
**Publication** : Columbia Missourian  
**Section on Health** : Classified Section  
**Sub Section** : Classified Section  
**Category** : Legal Notices 1300  
**Dates Run** : 05/07/2020-05/07/2020  
**Days** : 1  
**Size** : 1 x 5.43, 55 lines  
**Words** : 297  
**Ad Rate** : Open  
**Ad Price** : 35.75  
**Amount Paid** : 0.00  
**Amount Due** : 35.75

NOTICE OF DECLARATION OF  
 PUBLIC NUISANCE AND ORDER  
 OF ABATEMENT

To: VARGAS JOHNNNA NICHOLE  
 12900 N BETHLEHEM RD  
 HARRISBURG, MO 65256

In accordance with section 67.402 RSMo and section 6.10, Boone County Code of Health Regulations, the undersigned gives notice to the above named persons or entities that the following described real property is hereby declared to contain the following described public nuisance which is ordered abated within 15 days of the date of this notice, and that if such abatement does not occur, then such nuisance may be ordered abated by action of the Columbia/Boone County Department of Public Health, with the cost thereof to be the subject of a special tax bill against the property subject to abatement.

Property Description: Lakeview Estates, Lot 6, as shown by deed book 4566 page 0145

Type of Nuisance: A derelict/unlicensed/junk-filled/dismantled/inoperable Ford Excursion and a grey four-door vehicle and trash, rubbish, garbage, and tires on premises.

The above named persons are further notified that if they fail to abate such nuisance within the time specified in this notice, or fail to appeal this declaration of public nuisance and order of abatement within the time permitted for abatement specified in this notice, then a public hearing shall be conducted before the Boone County Commission, Commission Chambers, 801 E. Walnut, Columbia MO 65201, at a time and date determined by the Commission, and the County Commission will make findings of fact, conclusions of law and a final decision concerning the public nuisance and order of abatement set forth herein. For information concerning these proceedings, contact the Columbia/Boone Department of Public Health, 1005 W. Worley Street, Columbia, MO 65203.

Date of Declaration, Order and Publication: May 7, 2020

Stephanie Browning,  
 Director, Columbia/Boone

County Department of Public Health  
 INSERTION DATE: May 7, 2020

**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**OFFICIAL USE**  
COLUMBIA MO 65201-9998

Certified Mail Fee

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

- Return Receipt (hardcopy)
- Return Receipt (electronic)
- Certified Mail Restricted Delivery
- Adult Signature Required
- Adult Signature Restricted Delivery

Postmark  
MAR 13 2020

Postage

Total Postage and Fees

USPS #103

Send To

*Johnna Nichole Vargas  
12900 N Bethlehem Rd  
Harrisburg MO 65256*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

288 276 000 090 602



Division of Environ  
1005 W. Worley E  
Columbia, Missou

**CERTIFIED MAIL®**



7019 0160 0000 9112 8827



**HAZARD AND/OR NUISANCE**

VARGAS JOHNNA NICHOLE  
12900 N BETHLEHEM RD  
HARRISBURG, MO 65256

*Ts 3/14/2020*

NAME R-1

IXIE 651 CE 1 2205/13/20

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

65203203705 \*1216-05543-12-43

6525649201



COPY



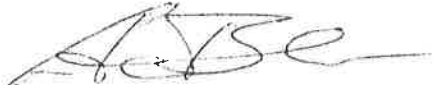
# NOTIFICATION OF DETERMINATION OF PUBLIC HEALTH HAZARD AND/OR NUISANCE AND ORDER FOR ABATEMENT

VARGAS JOHNNNA NICHOLE  
12900 N BETHLEHEM RD  
HARRISBURG, MO 65256

An inspection of the property you own located at 12900 N BETHLEHEM RD (parcel #05-600-24-01-006.00 01) was conducted on March 12, 2020 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable tan Ford Excursion and a grey four-door vehicle on the premises.

This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely, 

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 14<sup>th</sup> day of March, 2020 by DW



COPY



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

VARGAS JOHNNNA NICHOLE  
12900 N BETHLEHEM RD  
HARRISBURG, MO 65256

An inspection of the property you own located at own located at 12900 N BETHLEHEM RD (parcel # 05-600-24-01-006.00 01) was conducted on March 12, 2020 and revealed trash, rubbish, garbage, and tires on the premises.

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

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

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 14<sup>th</sup> day of March 2020 by

DLR

573.874.7781  
573.874.7790 fax

1005 W. Worley Street  
Columbia, Missouri 65205

Col-Bo.gov





Search mail

Compose

Inbox

Starred

Snoozed

Sent

Drafts

inspections

Nuisance

Plan Review

Garth +

Megan West

M Michala Wekenborg-Tomka

Chrystal Smart

T Taylor Settle

Lindsey Oliver

R Ryan Fredrick

Donna Rivers

Jessica Gladden  
No problem

# Fwd: Dumpster overflow complaint Inbox x

**Kala Tomka**

to me

Please handle this

thanks

----- Forwarded message -----

From: **Ryan Fredrick** <[ryan.fredrick@como.gov](mailto:ryan.fredrick@como.gov)>

Date: Thu, Mar 12, 2020 at 1:14 PM

Subject: Dumpster overflow complaint

To: Michala Wekenborg-Tomka <[Michala.Wekenborg@como.gov](mailto:Michala.Wekenborg@como.gov)>

Hey Kala,

I just got off the phone with a lady who filed a complaint about her neigh paid her bill. The address is 12900 Bethlehem Rd, Harrisburg MO 65256

Thank you!

--

**Ryan Fredrick**

*Environmental Health Specialist*

*Columbia/Boone County*

*Public Health and Human Services*

*1005 W. Worly St. Columbia MO, 65203*

*573-441-5486*

--

Kala W. Tomka, MHA

Environmental Public Health Supervisor

Columbia/Boone County Public Health and Human Services

573.874.7346 [www.gocolumbiamo.com](http://www.gocolumbiamo.com)

*My e-mail address has changed to: [michala.wekenborg@como.gov](mailto:michala.wekenborg@como.gov)*

CONFIDENTIALITY STATEMENT

# Boone County, Missouri



Recorded in Boone County, Missouri

Unofficial Document

Date and Time: 03/28/2016 at 09:32:30 AM

Instrument #: 2016005429 Book: 4566 Page: 145

Instrument Type: ASNT

Recording Fee: \$30.00 S

No. of Pages: 3



Title of Document: ASSENT TO EXECUTION OF INSTRUMENTS AND  
WAIVER OF MARITAL RIGHTS

Date of Document: MARCH 23, 2016

Grantor (s): JAIME PENA VARGAS AND JOHNNA NICHOLE  
VARGAS

Grantee (s): JOHNNA NICHOLE VARGAS AND JAIME PENA  
VARGAS

Grantee's Address: 12900 N. BETHLEHEM ROAD  
HARRISBURG, MO 65256

Full Legal Description is located on page: 1

Reference Book(s) and Page(s), if required:

MO Indexing Coversheet

Nora Dietzel, Recorder of Deeds



# Boone County, Missouri

BOONE COUNTY MO MAR 28 2016

## ASSENT TO EXECUTION OF INSTRUMENTS AND WAIVER OF MARITAL RIGHTS ~~Unofficial Document~~

I, **Jaime Pena Vargas** as Grantor of the County of  
**Boone**, State of Missouri, the spouse of  
**Johnna Nichole Vargas** as Grantee, of the County of  
**Boone** of Missouri, do hereby expressly assent to  
any purchase, sale, conveyance of real estate, or to the execution of any deed of  
trust, mortgage, encumbrance or other instruments by my said spouse, and  
acknowledge and state that such purchase, sale conveyance, deed of trust, mortgage  
or encumbrance is not to be deemed in fraud of my marital rights, and I hereby give  
up, release and waive any such marital rights which I may have in the real estate  
situated in the County of **Boone** State of Missouri, to wit:

TRACT SIX (6) OF LAKEVIEW ESTATES AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 10, PAGE 82  
RECORDS OF BOONE COUNTY, MISSOURI.  
AKA  
12900 N BETHLEHEM RD, HARRISBURG, MISSOURI 65256

**This instrument is executed so that my spouse may execute and deliver conveyances  
and mortgages and deeds of trust without my joinder therein or without my express  
assent to each particular conveyance or mortgage or deed of trust endorsed thereon,  
so as to permit such actions on the part of my spouse in conformity to Section  
474.150 of the Missouri Revised Statutes (1986).**

IN WITNESS WHEREOF, I have hereunto set my hand this 23<sup>rd</sup> day of March,  
2016

Jaime Pena Vargas \_\_\_\_\_  
Jaime  
Jaime Pena Vargas

# Boone County, Missouri

## Unofficial Document

BOONE COUNTY MO MAR 28 2016

STATE OF Missouri            )  
  ) SS  
COUNTY OF                    )

On this 23<sup>rd</sup> day of March, 2016, before me personally appeared

Jaime Pena Vargas

to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as <sup>her</sup> free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first written above.



DARLA NICOLE POTES  
My Commission Expires  
October 14, 2018  
Boone County  
Commission #14843208

Notary Public

Darla Nicole Potes

My Commission Expires  
OCT. 14, 2018

# Tom Schauwecker Assessor

Parcel 05-600-24-01-006.00 01

Property Location 12900 N BETHLEHEM RD

City \_\_\_\_\_ Road C2 School HARRISBURG (R8)  
 Library COL BC LIBRARY (L4) Fire BOONE COUNTY (F1)

Owner VARGAS JOHNNA NICHOLE Subdivision Plat Book/Page 0010 0082  
 Address 12900 N BETHLEHEM RD Section/Township/Range 24 50 14  
 Care Of \_\_\_\_\_ Legal Description LAKEVIEW ESTATES  
 City, State, Zip HARRISBURG, MO 65256 LOT 6  
 Lot Size .00 x .00  
 Irregular Shape \_\_\_\_\_  
 Deeded Acreage 5.60  
 Calculated Acreage .00  
 Deed Book/Page 4566 0145 4566 0144 4444 0151 2173 0051

**CURRENT APPRAISED**

Type	Total
RESIDENTIAL	70,040
Totals	70,040

**CURRENT ASSESSED**

Type	Total
RESIDENTIAL	13,307
Totals	13,307

**RESIDENCE DESCRIPTION**

Year Built	2000
Use	
Basement	0
Attic	0
Bedrooms	0
Main Area	0
Full Bath	0
Finished Basement Area	0
Half Bath	0
Total Rooms	0
Total Square Feet	0

**Boone County Assessor**

801 E. Walnut St., Rm 143  
 Columbia, MO 65201-7733  
[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

Office (573) 886-4251  
 Fax (573) 886-4254

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

}  
} en.

June Session of the April Adjourned

Term. 2020

County of Boone

In the County Commission of said county, on the

23rd

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 authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6504 Mary Ann Circle, parcel #12-901-26-02-021.00 01.

Done this 23rd 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

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement )  
6504 Mary Ann Cir )  
Columbia, Mo 65202 )  
)

June Session  
April Adjourned  
Term 2020  
Commission Order No. 275-2020

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 23<sup>rd</sup> day of June 2020, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: A derelict/unlicensed/junk-filled/dismantled/inoperable white two door Dodge Ram pickup on the premises.
4. The location of the public nuisance is as follows: 6504 Mary Ann Cir, Columbia, MO, a/k/a parcel# 12-901-26-02-021.00 01, El Rey Heights, Lot 26, Section 26, Township 49, Range 12 as shown by deed book 3242 page 0096, Boone County
5. The specific violation of the Code is: derelict/unlicensed/junk-filled/dismantled/inoperable white two door Dodge Ram pickup in violation of section 6.9 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 23<sup>rd</sup> day of April 2020, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly,

in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

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

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

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

Boone County, Missouri  
By Boone County Commission

*Daniel Atwill*  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

*Brianna S. Jensen*  
\_\_\_\_\_  
Boone County Clerk

Thomas Robbins

6504 E Mary Ann Cir

Health Department nuisance notice – timeline

- 4/17/20: Citizen complaint received
- 4/17/20: Initial inspection conducted
- 4/21/20: Notice of violation sent to owner, return receipt requested
- 4/23/20: Notice signed for
- 6/5/20: Reinspection conducted – violation not abated – Photographs taken ~ 2:15 p.m.
- 6/9/19: Hearing notice sent

Photographs taken 6/5/20 @ ~ 10:10 a.m.

A derelict/unlicensed/junk-filled/dismantled/inoperable white two door Dodge Ram pickup on the premises









COPY



# HEARING NOTICE

ROBBINS THOMAS  
1112 ELGIN DR  
COLUMBIA, MO 65203

An inspection of the property you own located at 6504 MARY ANN CIR (parcel # 12-901-26-02-021.00 01) was conducted on June 5, 2020 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable white two door Dodge Ram pickup on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.9.

You are herewith notified that a hearing will be held before the County Commission on June 23, 2020 at 9:30 a.m. in **Room 301** at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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

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

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 9th day of

June 2020 by GB



SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

Complete items 1, 2, and 3.

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

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

Article Addressed to:

Thomas Robbins  
1112 Elgin Dr  
Columbia, Mo  
65203



9590 9402 4955 9063 9245 89

Article Number (Transfer from service label)

119 0160 0000 9112 9022

A. Signature

X *Tom Robbins*

- Agent
- Addressee

B. Received by (Printed Name)

*Tom Robbins*

C. Date of Delivery

*4-21-20*

- D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL RECEIPT

Certified Mail Fee

\$

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

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

Postage \$ *6.90*

Total Postage and Fees

\$

Sent To *Thomas Robbins*

Street and Apt. No., or PO Box No. *1112 Elgin Dr*

City, State, ZIP+4® *Columbia Mo 65203*

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

See Reverse for Instructions





COPY



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

ROBBINS THOMAS  
1112 ELGIN DR  
COLUMBIA, MO 65203

An inspection of the property you own located at 6504 E MARY ANN CIR (parcel #12-901-26-02-021.00 01) was conducted on April 17, 2020 and revealed a derelict/unlicensed/junk-filled/dismantled/inoperable white 2 door Dodge Ram pickup on the premises.

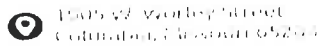
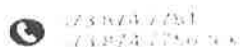
This condition is hereby declared to be a nuisance. You are herewith notified that you must begin correcting this condition within 7 days of receipt of this notice and order and that if the above nuisance condition has not been fully corrected within **15 days** after the receipt of this notice, an additional enforcement action will result for violation of Boone County Public Nuisance Ordinance Section 6.9. In order to correct this violation, the vehicle must be legally licensed, repaired, removed from the premises, stored in a garage or similar enclosure, or enclosed within a locked, fenced area that is not clearly visible from adjacent property within **15 days** after the receipt of this notice. A reinspection will be conducted at the end of the 15-day period. If the above nuisance condition has not been corrected by that time, a hearing before the Boone County Commission will be called to determine whether a violation exists. If the County Commission determines that a violation exists and the nuisance is not abated as ordered under this notice, any property contributing to the nuisance is deemed forfeited, and the County Commission may have the nuisance seized, removed, and abated with the cost of such seizure, removal and abatement, plus administrative fees, charged against the property in a tax bill. In addition, a complaint may be filed against you in Circuit Court. **If the above nuisance condition has been corrected within the 15-day period, no further action is necessary.**

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

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 21<sup>st</sup> day of April, 2020 by DUR.



Boone County, Missouri

Recorded in Boone County, Missouri

Date and Time 11/28/2007 at 08:46:26 AM

Unofficial Document

Instrument # 2907029153 Book 3242 Page 96

Grantor GENTZSCH, CHELSEA ELLEN

Grantee ROBBINS, THOMAS

Instrument Type WD

Recording Fee \$30.00 S

No of Pages 3

  
Bettie Johnson, Recorder of Deeds



Boone-Central Title Company

File No. 0720865

## Missouri General Warranty Deed

This Indenture, Made on 19th day of November, 2007, by and between

**Chelsea Ellen Gentsch (formerly Chelsea Ellen Dick) and Christopher S. Gentsch, wife and husband,  
Gentry David Morgan, a single person  
as GRANTOR, and**

**Thomas Robbins, a single person**

as GRANTEE, whose mailing address is: **6501 E. Mary Ann Circle Apt. A  
Columbia, MO 65202**

Property Address: **6504 Mary Ann Circle, Columbia, MO 65202**

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

**LOT TWO (2), EXCEPT THE SOUTH 204.1 FEET THEREOF AND LOT TWENTY-SIX (26) OF EL REY HEIGHTS SUBDIVISION AS SHOWN BY THE PLAT RECORDED IN PLAT BOOK 11, PAGE 31, RECORDS OF BOONE COUNTY, MISSOURI.**

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

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

Nora Dietzel, Recorder of Deeds

Boone County, Missouri

BOONE COUNTY MO NOV 28 2007

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

Unofficial Document

*Gentry David Morgan*  
Gentry David Morgan

*Chelsea Ellen Gentsch*  
Chelsea Ellen Gentsch  
*Christopher S. Gentsch*  
Christopher S. Gentsch

State of Missouri }  
County of Boone } ss:

On this 19th day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Chelsea Ellen Gentsch (formerly Chelsea Ellen Dick) and Christopher S. Gentsch, wife and husband**

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

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

*Tammy Brewer*  
Notary Public

My Term Expires: \_\_\_\_\_



# Boone County, Missouri

BOONE COUNTY MO NOV 28 2007

## Unofficial Document

State of Missouri

County of Jefferson

}  
} ss:  
}

On this 17<sup>th</sup> day of November, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared  
**Gentry David Morgan, a single person**

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

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

Amanda S. Carr

Notary Public

My Term Expires: 7-12-11



Nora Dietzel, Recorder of Deeds

# Tom Schauwecker Assessor

Parcel 12-901-26-02-021.00 01

Property Location 6504 E MARY ANN CIR

City

Road COMMON ROAD DISTRICT (CO)

School COLUMBIA (C1)

Library COL BC LIBRARY (L4)

Fire BOONE COUNTY (F1)

Owner ROBBINS THOMAS

Subdivision Plat Book/Page 0011 0031

Address 1112 ELGIN DR

Section/Township/Range 26 49 12

Care Of

Legal Description EL REY HEIGHTS

City, State, Zip COLUMBIA, MO 65203

LOT 26

Lot Size 92.20 x 204.76

Irregular Shape Y

Deeded Acreage .00

Calculated Acreage .00

Deed Book/Page 3242 0096 3235 0108 2309 0071 1206 0628

### CURRENT APPRAISED

### CURRENT ASSESSED

### RESIDENCE DESCRIPTION

Type	Total
RESIDENTIAL	89,420
<b>Totals</b>	<b>89,420</b>

Type	Total
RESIDENTIAL	16,989
<b>Totals</b>	<b>16,989</b>

Year Built	1977 (ESTIMATE)	
Use	DUPLEX (102)	
Basement	CRAWL SPACE (2)	Attic NONE (1)
Bedrooms	4	Main Area 1,952
Full Bath	2	Finished Basement Area 0
Half Bath	0	
<b>Total Rooms</b>	<b>8</b>	<b>Total Square Feet 1,952</b>

#### Boone County Assessor

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733  
[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

Office (573) 886-4251  
Fax (573) 886-4254



# 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

23rd

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 authorize the Presiding Commissioner to sign the attached Finding of Public Nuisance and Order for Abatement of a public nuisance located at 6141 N. Wagon Trail Road, parcel #12-413-19-00-026.00 01.

Done this 23rd 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

*Jane M. Thompson*  
Jane M. Thompson  
District II Commissioner

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

In Re: Nuisance Abatement	)	June Session
6141 N Wagon Trail Rd	)	April Adjourned
Columbia, MO 65202	)	Term 2020
	)	Commission Order No. <u>276-2020</u>

**FINDING OF PUBLIC NUISANCE AND ORDER FOR ABATEMENT**

**NOW** on this 23<sup>rd</sup> day of June 2020, the County Commission of Boone County, Missouri met in regular session and entered the following findings of fact, conclusions of law and order for abatement of nuisance:

**Findings of Fact and Conclusions of Law**

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

1. The Boone County Code of Health Regulations (the "Code") are officially noticed and are made a part of the record in this proceeding.
2. The City of Columbia/Boone County Health Department administrative record is made a part of the record in this proceeding and incorporated herein by reference. In addition, any live testimony of the official(s) of the department and other interested persons are made a part of the record in this proceeding.
3. A public nuisance exists described as follows: trash, rubbish and garbage on the premises.
4. The location of the public nuisance is as follows: 6141 N Wagon Trail Rd, Columbia, MO, a/k/a parcel# 12-413-19-00-026.00 01, Section 19, Township 49, Range 12 as shown by deed book 4603 page 0170, Boone County
5. The specific violation of the Code is: trash, rubbish and garbage in violation of section 6.5 of the Code.
6. The Health Director's designated Health Official made the above determination of the existence of the public nuisance at the above location. Notice of that determination and the requirement for abatement was given in accordance with section 6.10.1 of the Code on the 14<sup>th</sup> day of May 2020, to the property owner.
7. The above described public nuisance was not abated. As required by section 6.10.2 of the Code, the property owner was given notice of the hearing conducted this date before the Boone County Commission for an order to abate the above nuisance at government expense with the cost and expense thereof to be charged against the above described property as a special tax bill and added to the real estate taxes for said property for the current year.
8. No credible evidence has been presented at the hearing to demonstrate that no public nuisance exists or that abatement has been performed or is unnecessary; accordingly, in accordance with section 6.10.2 of the Code and section 67.402, RSMo, the County

Commission finds and determines from the credible evidence presented that a public nuisance exists at the above location which requires abatement and that the parties responsible for abating such nuisance have failed to do so as required by the Health Director or Official's original order referred to above.

**Order For Abatement Chargeable As a Special Assessment To The Property**

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

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

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

Boone County, Missouri  
By Boone County Commission

*Daniel Atwill*  
\_\_\_\_\_  
Presiding Commissioner

ATTEST:

*Brianna O. Henneman*  
\_\_\_\_\_  
Boone County Clerk

Naroeun Ing and Nguyet Ly

6141 N Wagon Trail Rd

Health Department nuisance notice – timeline

- 5/5/20: Citizen complaint received
- 5/11/20: Initial inspection conducted
- 5/12/20: Notice of violation sent to owner, return receipt requested
- 5/14/20: Notice signed for
- 6/5/20: Reinspection conducted – violation not abated – Photographs taken ~ 3:50 p.m.
- 6/9/19: Hearing notice sent

Photographs taken 6/5/20 @ ~ 3:50 p.m.

Trash, rubbish and garbage on the premises







COPY



## HEARING NOTICE

ING NAROEUN & NGUYET LY  
5060 N BURNING BUSH RD  
COLUMBIA, MO 65202

An inspection of the property you own located at 6141 N WAGON TRAIL RD (parcel # 12-413-19-00-026.00 01) was conducted on June 5, 2020 and revealed trash, rubbish, garbage, and tires on the premises. This condition was declared to be a nuisance and a violation of Boone County Public Nuisance Ordinance Section 6.5.

You are herewith notified that a hearing will be held before the County Commission on June 23, 2020 at 9:30 a.m. in **Room 301** at the Boone County Government Center, 801 E. Walnut Street, Columbia, Missouri. The purpose of this hearing will be to determine whether a violation exists. If the County Commission determines that a violation exists, it will order the violation to be abated. **You may participate in this hearing in-person (the number of in-person attendees permitted in the room will be limited to ensure social distancing) or via conference call by calling 425-585-6224, Access Code: 802-162-168.**

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

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

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail, first class postage paid on the 9th day of

June 2020 by GB



**SENDER: COMPLETE THIS SECTION**

Complete items 1, 2, and 3.  
Print your name and address on the reverse so that we can return the card to you.  
Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:  
**Arroewun Ing + Ly Nguyet**  
**5060 Burning Bush Rd**  
**Columbia, Mo**  
**65202**



9590 9402 4956 9063 4005 01

Article Number (Transfer from service label)  
**019 0160 0000 9112 9473**

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent  
 Addressee  
**X AS C 7 8**

B. Received by (Printed Name)  
**AS C 7 8**

C. Date of Delivery  
**5/14/20**

D. Is delivery address different from item 1?  Yes  
 No  
 If YES, enter delivery address below:

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	

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

Domestic Return Receipt

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL RECEIPT**

Certified Mail Fee \$

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

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$ **6.90**

Total Postage and Fees \$



Sent To  
**Arroewun Ing + Ly Nguyet**  
 Street and Apt. No. or PO Box No.  
**5060 Burning Bush Rd**  
 City, State, ZIP+4®  
**Columbia Mo 65202**





COPY



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

ING NAROEUN & NGUYET LY  
5060 N BURNING BUSH RD  
COLUMBIA, MO 65202

An inspection of the property you own located at own located at 6141 N WAGON TRAIL RD (parcel # 12-413-19-00-026.00 01) was conducted on May 11, 2020 and revealed trash, rubbish and garbage on the premises.

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

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

Sincerely,

Garth Baker  
Environmental Public Health Specialist

This notice deposited in the U.S. Mail certified, return receipt requested on the 12<sup>th</sup> day of May 2020 by

5060 N Burning Bush Rd





Kristine Vellema <kris.vellema@como.gov>

---

## Fwd: County Nusiance

1 message

---

**Kala Tomka** <Michala.Wekenborg@como.gov>

Wed, May 27, 2020 at 1:03 PM

To: Garth Baker <garth.baker@como.gov>, Kristine Vellema <kris.vellema@como.gov>

Think 1 of you may already be working this?

----- Forwarded message -----

From: **Donna Rivers** <Donna.Rivers@como.gov>

Date: Wed, May 27, 2020 at 12:04 PM

Subject: County Nusiance

To: Michala Wekenborg-Tomka <Michala.Wekenborg@como.gov>

Wednesday 05/27/2020 @ 11:45 AM

Catherine Smith

573-821-5886

Caller stated she had toured a property located at 6131 Wagon Trail Road yesterday.

Caller noted the northern neighbor adjacent to the property, which I determined to be 6141 N Wagon Trail, had appliances, vehicle parts, just junk all over the place, and the house was falling apart.

Return call requested after inspection to 573-821-5886.

Thanks!

Donna Rivers  
Senior Administrative Support Assistant  
Environmental Health  
Columbia/Boone County  
Department of Public Health and Human Services  
1005 W Worley, Columbia MO 65203  
573-874-7346

--

Kala W. Tomka, MHA  
Environmental Public Health Supervisor

# Boone County, Missouri



Unofficial Document

Recorded in Boone County, Missouri  
Date and Time: 06/09/2016 at 03:17:59 PM  
Instrument #: 2016011873 Book: 4603 Page: 170

Instrument Type: WD  
Recording Fee: \$27.00 S  
No. of Pages: 2

*Nora Dietzel*  
Nora Dietzel, Recorder of Deeds



Boone-Central Title Company  
File No. 1508479

## Missouri General Warranty Deed

This Indenture, Made on 8 day of June, 2016, by and between

**Rickey Lee Davis, Jr. and Natasha Davis, husband and wife**  
as GRANTOR, and

**Naroeun Ing and Nguyet Ly, husband and wife,**

as GRANTEE, whose mailing address is: **6141 N. Wagon Trail Ct.**  
**Columbia, MO 65202**

Property Address: **6141 N. Wagon Trail Ct., Columbia, MO 65202**

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

**Tract Two (2) of a survey recorded in Book 324, Page 229, Records of Boone County, Missouri, being part of Tract Two (2) of Boone County Survey No. 7614, and being located in the Northwest Quarter (NW 1/4) of Section Nineteen (19), Township Forty-nine (49) North, Range Twelve (12) West, of the Fifth (5th) Principal Meridian, in Boone County, Missouri.**

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

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

Nora Dietzel, Recorder of Deeds

Boone County, Missouri BOONE COUNTY MO JUN 09 2016

whomsoever. If two or more persons constitute the GRANTOR or GRANTEE, the words GRANTOR and GRANTEE will be construed to read GRANTORS and GRANTEES whenever the sense of this Deed requires.

Unofficial Document

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

*Rickey Lee Davis Jr.*  
Rickey Lee Davis Jr.

*Natasha Davis*  
Natasha Davis

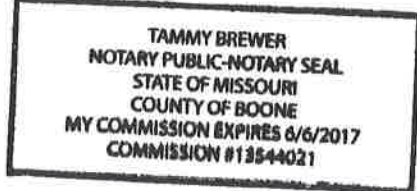
State of Missouri }  
County of Boone } ss:

On this 6 day of June, ~~2015~~ 2016, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Rickey Lee Davis, Jr. and Natasha Davis, husband and wife** to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

*Tammy Brewer*  
Notary Public

My Term Expires: 6-6-17



# Tom Schauwecker Assessor

Parcel 12-413-19-00-026.00 01      Property Location 6141 N WAGON TRAIL RD

City	Road	COMMON ROAD DISTRICT (CO)	School	COLUMBIA (C1)
Library COL BC LIBRARY (L4)	Fire	BOONE COUNTY (F1)		
Owner	ING NAROEUN & NGUYET LY	Subdivision Plat Book/Page		
Address	5060 N BURNING BUSH RD	Section/Township/Range	19 49 12	
Care Of		Legal Description	PT NW 1/4	
City, State, Zip	COLUMBIA, MO 65202		TR 2 SUR 324-229	
		Lot Size	75.00 × 195.20	
		Irregular Shape	Y	
		Deeded Acreage	.00	
		Calculated Acreage	.00	
		Deed Book/Page	4603 0170   3640 0031   0440 0723	

**CURRENT APPRAISED**

Type	Total
RESIDENTIAL	41,260
<b>Totals</b>	<b>41,260</b>

**CURRENT ASSESSED**

Type	Total
RESIDENTIAL	7,839
<b>Totals</b>	<b>7,839</b>

**RESIDENCE DESCRIPTION**

Year Built	1960
Use	SINGLE FAMILY (101)
Basement	FULL (4)
Attic	NONE (1)
Bedrooms	3
Main Area	1,014
Full Bath	2
Finished Basement Area	0
Half Bath	0
Total Rooms	5
Total Square Feet	1,014

**Boone County Assessor**

801 E. Walnut St., Rm 143  
Columbia, MO 65201-7733  
[assessor@boonecountymo.org](mailto:assessor@boonecountymo.org)

Office (573) 886-4251  
Fax (573) 886-4254

277-2020

# 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

23rd

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 approve the acceptance of the attached Grant Financial Assistance Agreement from the Department of Natural Resources for additional funding and time extension for the Greater Bonne Femme Watershed Project.

It is furthered ordered the Presiding Commissioner is hereby authorized to sign the attached Agreement.

Done this 23rd 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



MISSOURI DEPARTMENT OF NATURAL RESOURCES  
**FINANCIAL ASSISTANCE AGREEMENT**

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

<b>RECIPIENT INFORMATION</b>			
RECIPIENT NAME Boone County Commission		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491	
ADDRESS 801 E. Walnut, Room 315		CITY Columbia	STATE MO
UNIQUE IDENTIFIER (DUNS NUMBER)		BUDGET PERIOD 8/1/2018 - 7/31/2021	PROJECT PERIOD 8/1/2018 - 7/31/2021
PROJECT NUMBER G19-NPS-01		ZIP CODE 65201	
RECIPIENT PROJECT MANAGER NAME Lynne Hooper		RECIPIENT PROJECT EMAIL ADDRESS Lhooper@boonecountymmo.org	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 886 - 4491

<b>PROJECT INFORMATION</b>			
RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Greater Bonne Femme Watershed Based Plan Development and Demonstration: A watershed plan containing EPA's nine critical planning elements will be developed for the Greater Bonne Femme Watershed (GBFW) - comprised of the Bonne Femme and Little Bonne Femme subwatersheds. The plan will be developed to help improve and protect water quality in the GBFW by identifying pollutant sources, identifying management practices to be implemented and critical areas for their implementation, setting reachable goals and a timeline for implementing projects, and establishing an evaluation and monitoring program. The project will implement a demonstration project to inform the public about practices that can be installed to address the GBFW's bacteria impairments.			
TYPE OF ASSISTANCE New Award <input type="checkbox"/> Amendment <input checked="" type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 66.460	CFDA NAME Nonpoint Source Implementation
STATE PROJECT MANAGER NAME Karen Westin (karen.westin@dnr.mo.gov)		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 522 - 2880	INDIRECT COST RATE FOR RECIPIENT 1.00%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 75,786.00	49.00 %	\$ 59,811.00	52.00 %	\$ 135,597.00	50.00 %
State/Other Award:	\$ 0.00	0.00 %	\$ 0.00	0.00 %	\$ 0.00	0.00 %
Recipient Match:	\$ 77,534.00	51.00%	\$ 55,729.00	48.00%	\$ 133,263.00	50.00%
<b>Total Award:</b>	<b>\$ 153,320.00</b>	<b>100.00%</b>	<b>\$ 115,540.00</b>	<b>0.00%</b>	<b>\$ 268,860.00</b>	<b>100.00%</b>

<b>AGREEMENT ADMINISTRATION</b>					
THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:					
APPLICABLE PROGRAM GUIDELINES Title 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, etc.				RECIPIENT APPLICATION, AS NEGOTIATED, DATED	
BUDGET PLAN Attachment # <u>B</u>	DETAILED SCOPE OF WORK Attachment # <u>A-1</u>	SPECIAL CONDITIONS Attachment # <u>C</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>D</u>	SUSPENSION/DEBARMENT Attachment # _____	PUBLIC LAW Attachment # _____
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # <u>G</u>	CERTIFICATE REGARDING LOBBYING Attachment # <u>H</u>	INVOICE Attachment # <u>A-2</u>	ADDITIONAL ATTACHMENTS Attachment # <u>A-3,4</u> Attachment # <u>I, Ia</u>	

<b>AMENDMENT INFORMATION</b>	
AMENDMENT ID #1	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY) Amendment: Extends the budget and project periods closing date by 12 months (from July 31, 2020 to July 31, 2021), increases funding to accommodate unexpected costs, and updates the milestones schedule. (Previous project and budget period: August 1, 2018 to July 31, 2020)

<b>FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)</b>			
FEDERAL AWARD PROJECT TITLE AND DESCRIPTION FY15 Nonpoint Source Implementation Grant (C9007407-21) - 780-0140-3440-3476-W5PD (\$34,518.00) FY17 Nonpoint Source Implementation Grant (C9007407-23) - 780-0140-3440-3476-NPAD (\$101,079.00)			
FEDERAL AWARDOING AGENCY EPA	FEDERAL AWARD ID NUMBER See above	PASS THROUGH ENTITY NAME MoDNR, SWCP	
FEDERAL FUNDING YEAR See above	FEDERAL AWARD DATE	TOTAL AMOUNT OF FEDERAL AWARD \$	INDIRECT COST RATE FOR MoDNR 29.76%

<b>APPROVAL</b>	
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Carol Comer, Director	SIGNATURE 
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Daniel K. Atwill, Presiding Commissioner	SIGNATURE 
	DATE 6/30/2020
	DATE 6-23-20

# 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

23rd

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 22-04JUN20 – 2020 Mill & Overlay – Term & Supply to Capital Paving & Construction, LLC.

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 23rd 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. Parr*  
Fred J. Parr  
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

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## MEMORANDUM

TO: Boone County Commission  
FROM: Robert Wilson  
DATE: June 11, 2020  
RE: 22-04JUN20- 2020 Mill & Overlay – Term & Supply

22-04JUN20- 2020 Mill & Overlay – Term & Supply opened on June 04, 2020. Two (2) bids were received. Resource Management recommends award by low bid to Capital Paving & Construction, LLC.

This is a term and supply contract and will be paid from department 2041 – Infrastructure Preservation/Rehab, account 71100 – Outside Services.

att: Bid Tab

cc: Dan Haid, Resource Management

Bid File

**22-04JUN20 -2020 Mill & Overlay Term & Supply**

**Bid Opening - 06/04/20**

**4.9 Pricing**

				Capital Paving & Construction		Christensen Construction Co	
Major Use Items							
Item No.	Description	Unit	Qty.	Unit Price	Total	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	7,420	\$66.50	\$493,430.00	\$68.70	\$509,754.00
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	900	\$4.82	\$4,338.00	\$3.00	\$2,700.00
4.9.3.	Surface Milling, Concrete, Contractor Haul-off	SY	1,240	\$4.23	\$5,245.20	\$6.00	\$7,440.00
4.9.4.	Surface Milling, Butt-Joint	SY	335	\$7.57	\$2,535.95	\$7.00	\$2,345.00
4.9.5.	Rock Driveway Transitions	Ton	225	\$45.00	\$10,125.00	\$40.00	\$9,000.00
4.9.6.	Temporary Centerline Markers	EA	615	\$0.45	\$276.75	\$1.00	\$615.00
4.9.7.	Mobilization: Surface Milling	EA	3	\$500.00	\$1,500.00	\$850.00	\$2,550.00
4.9.8.	Mobilization: Small Quantity	EA	1	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00
4.9.9.	Tack Coat, Trackless Tack	SY	134,825	\$0.23	\$31,009.75	\$0.25	\$33,706.25
4.9.10.	Dig-Out Repair, Typical	SY	1,535	\$78.00	\$119,730.00	\$75.00	\$115,125.00
<b>Total Major Use Items/ Bid Total</b>					<b>\$669,390.65</b>		<b>\$684,235.25</b>

Minor Use Items		
Item No.	Description	Unit
4.9.11.	Surface Milling, Asphalt, County Haul-off	SY
4.9.12.	Surface Milling, Concrete, County Haul-off	SY
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR
4.9.15.	Restoration	SF
4.9.16.	Tack Coat	SY
4.9.17.	Tack Coat, Vertical Faces	LF
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF

		Unit Price	
		\$2.00	\$6.00
		\$2.50	\$6.00
		\$100.00	\$100.00
		\$100.00	\$100.00
		\$3.00	\$3.00
		\$0.25	\$0.20
		\$0.27	\$0.25
		\$0.30	\$0.25

Item Unit Price Increase			
Item No.	Description	Increase to Bid Item for Use	Increase
4.9.19.	BP-2, Virgin	Asphalt, BP-2, RAP	\$4.00
			\$3.00

Cooperative:

No	Yes

**PURCHASE AGREEMENT FOR  
2020 MILL & OVERLAY TERM & SUPPLY**

**THIS AGREEMENT** dated the 23<sup>rd</sup> 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 **Capital Paving & Construction, LLC.**, herein "Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement, the County of Boone Request for Bid for **2020 Mill & Overlay - Term and Supply**, bid number **22-04JUN20**, any applicable addenda, and the Contractor's bid response dated **June 4, 2020** and executed by **Trevor Schnieders** on behalf of the Contractor. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Request for Bid and any applicable addenda and Boone County Standard Terms and Conditions shall prevail and control over the Contractor's bid response.
2. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County **Milling and Overlay Services** as identified and responded to in the Contractor's Bid Response. Service shall be provided as required in the bid specifications and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by the County.
3. **Contract Duration** - This agreement shall commence on **the date of award** and extend through **December 31, 2020** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date.
4. **Billing and Payment** - All billing shall be invoiced to the Boone County Resource Management – Engineering Division and billings may only include the prices listed in the Contractor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.
6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

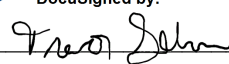
7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

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

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

**CAPITAL PAVING & CONSTRUCTION, LLC**

**BOONE COUNTY, MISSOURI**


DocuSigned by:  
 By   
 9B6032EA53AD43E...  
 Title Estimator

By: Boone County Commission

DocuSigned by:  
  
 Daniel K. Atwill  
 Presiding Commissioner

**APPROVED AS TO FORM:**


**ATTEST:**

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

DocuSigned by: <u></u> Jane E. Hildebrand by <i>Nb Sincubana Pognant</i>	6/17/2020	2041/71100	Term and Supply
Signature DB184244D...	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 BoonePurchasing 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:

Capital Paving & Construction, LLC

4.2. Address:

PO Box 104960

4.3. City/Zip:

Jefferson City, MO 65110

4.4. Phone Number:

573-635-6229

4.5. Fax Number:

573-636-7538

4.6. Email Address:

4.7. Federal Tax ID:

81-18955854.7.1.  Corporation LLC( Partnership - Name \_\_\_\_\_)( Individual/Proprietorship - Individual Name \_\_\_\_\_)( Other (Specify) \_\_\_\_\_)4.8. Prompt Payment Terms: 30 Days4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? Yes**4.9. PRICING**

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	7,420	\$ 66.50	\$ 493,430.00
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	900	\$ 4.82	\$ 4,338.00
4.9.3.	Surface Milling, Concrete, Contractor Haul-off	SY	1240	\$ 4.23	\$ 5,245.20
4.9.4.	Surface Milling, Butt-Joint	SY	335	\$ 7.57	\$ 2,535.95
4.9.5.	Rock Driveway Transitions	Ton	225	\$ 45.00	\$ 10,125.00
4.9.6.	Temporary Centerline Markers	EA	615	\$ .45	\$ 276.75
4.9.7.	Mobilization: Surface Milling	EA	3	\$ 500.00	\$ 1,500.00
4.9.8.	Mobilization: Small Quantity	EA	1	\$ 1,200.00	\$ 1,200.00
4.9.9.	Tack Coat, Trackless Tack	SY	134,825	\$ .23	\$ 31,009.75
4.9.10.	Dig-Out Repair, Typical	SY	1,535	\$ 78.00	\$ 119,340.00
Total Major Use Items					\$ 669,000.65

Minor Use Items			
Item No.	Description	Unit	Unit Price
4.9.11.	Surface Milling, Asphalt, County Haul-off	SY	\$ 2.00
4.9.12.	Surface Milling, Concrete, County Haul-off	SY	\$ 2.50
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$ 100.00
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$ 100.00
4.9.15.	Restoration	SF	\$ 3.00
4.9.16.	Tack Coat	SY	\$ .25
4.9.17.	Tack Coat, Vertical Faces	LF	\$ .27
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF	\$ .30

Item Unit Price Increase			
Item No.	Description	Increase to Bid Item for use	Unit Price Increase
4.9.19.	BP-2, Virgin	4.9.1. - Asphalt, BP-2, RAP	\$ 4.00

<b>Bid Total</b>	\$ 669,000.65
------------------	---------------

- 4.10. **Optional Asphalt Cement Price Index Provision** (Section 2.9.1.3. of bid document) Failure by the bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

Check One:

ACCEPT

DO NOT ACCEPT

- 4.11. **Additional Work (2.1.20.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

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

- 4.12. **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.**

Authorized Representative (Sign by Hand):



Type or Print Signed Name:

Trevor Schnieders

Today's Date: 6/4/2020

- 4.13. **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

YES

NO



ATTACHMENT A

STATEMENT OF BIDDER'S QUALIFICATIONS

(File with Bid Form)

1. Number of years in business: 2.5 If not under present firm name, list previous firm names and types of organizations.

APAC Missouri, Inc.

2. Previous Work: (Complete the following schedule)

Item	Purchaser	Amount of Contract	Percent Completed
2018	Term/Supply Boone County	\$1,233,508	100%
2018	Term/Supply City of Columbia	\$1,034,613	100%
2017	Asphalt Paving MODOOT	\$4,284,242	100%

3. General type of work performed:

Asphalt Paving, Heavy Highway Construction

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

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

5. List references:

Capital Quarries Co. 573-634-4800

Peterson Oil Co. 1-800-762-3645

The Work Zone, Inc. 816-471-2899

Dated at Columbia Missouri

this 20<sup>th</sup> day of March, 2019.

Capital Paving & Construction, LLC By [Signature]  
Name of Organization(s) (Signature)

Contract Administrator  
(Title of Person Signing)

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Boone

Trevor Schneider, being first duly sworn, deposes and

says that he is Project Estimator  
(Title of Person Signing)

of Capital Parking & Construction, LLC (Name of Bidder)

that all statements made and facts set out in the bid 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 Trevor Schneider

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 20<sup>th</sup> day of May, 20 20

Notary Public

My Commission Expires August 29, 2021

DUSTIN J. VOGT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
My Commission Expires: August 29, 2021  
ID #17724417

**(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.

Trevor Schnieders      Project Estimator  
Name and Title of Authorized Representative

Trevor Schnieders      5/20/2020  
Signature      Date

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

County of Boone )  
 )ss  
 State of Missouri )


My name is Trevor Schnieders. I am an authorized agent of Capital Paving & Construction, LLC (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

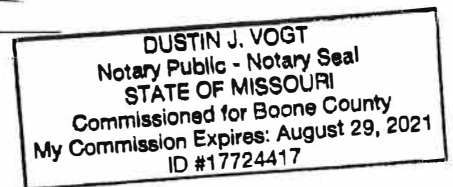
Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the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

Trevor Schnieders 5/20/2020  
 Affiant Date

Trevor Schnieders  
 Printed Name

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2020.

  
 Notary Public



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

**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo  
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of Boone )  
State of Missouri )ss  
)


My name is Trevor Schnieders. I am an authorized agent of Capital Parks & Handwerks-LLC (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: 22-04JUN20 2020 Mill & Overlay - Term & Supply

Trevor Schnieders 5/20/2020  
Affiant Date

Trevor Schnieders  
Printed Name

Subscribed and sworn to before me this 20<sup>th</sup> day of May, 2020.

  
Notary Public

DUSTIN J. VOGT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
Commissioned for Boone County  
My Commission Expires: August 29, 2021  
ID #17724417

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

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

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

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

Trevor Schnieders / Project Estimator of the (name of company)

Capital Paving & Construction, LLC (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. 26 issued by the Division of Labor Standards on the 8<sup>th</sup> day of March, 2019, in carrying out the Contract and work in connection with

(name of project) 22-04JUN20 2020 Mill & Overlay located at

(name of institution) Boone County Parks Dept in Boone County,

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



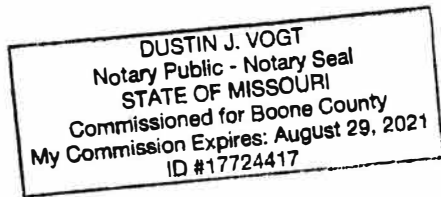
Signature

Subscribed and sworn to me this 4<sup>th</sup> day of June, 2020.

My commission expires August 29<sup>th</sup>, 2021.



Notary Public



**BID BOND**

**Travelers Casualty and Surety Company of America  
Hartford, CT 06183**

KNOWN ALL BY THESE PRESENTS, That we, Capital Paving & Construction, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto County of Boone, MO, as Obligee, in the sum of Five Percent of the Attached Bd Dollars ( 5% ) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for 2020 Mill & Overlay - Term & Supply ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 20 day of May, 2020.

**Capital Paving & Construction, LLC**  
(Principal)

By: 

**Travelers Casualty and Surety Company of America**

By:   
Adam L. Curland, Attorney-in-Fact



**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Adam L Curland** of **CLAYTON**

**Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, 2019.



State of Connecticut

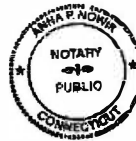
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

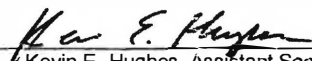
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **20** day of **May**, 2020



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CAPITAL PAVING & CONSTRUCTION**  
**Boone County Term & Supply 2019**  
**Equipment and Labor Rate Schedule**

<b>Paver:</b>	<b>\$150.00 per hr</b>
<b>Roller:</b>	<b>\$90.00 per hr</b>
<b>Service Truck:</b>	<b>\$60.00 per hr</b>
<b>Distributor:</b>	<b>\$80.00 per hr</b>
<b>Skid Loader:</b>	<b>\$50.00 per hr</b>
<b>Superintendent:</b>	<b>\$75.00 per hr</b>
<b>Foreman:</b>	<b>\$65.00 per hr</b>
<b>Operator:</b>	<b>\$70.00 per hr</b>
<b>Laborer:</b>	<b>\$55.00 per hr</b>



Company ID Number: 964763

**THE E-VERIFY  
MEMORANDUM OF UNDERSTANDING  
FOR EMPLOYERS**

**ARTICLE I  
PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the CAPITAL PAVING & CONSTRUCTION LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

**ARTICLE II  
RESPONSIBILITIES**

**A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following 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:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
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 about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



Company ID Number: 964763

Approved by:

<b>Employer</b> CAPITAL PAVING & CONSTRUCTION LLC	
Name (Please Type or Print) DONITA SHELTON	Title
Signature Electronically Signed	Date 04/19/2016
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/19/2016

Form **W-9**  
 (Rev. December 2011)  
 Department of the Treasury  
 Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return) <b>Capital Paving &amp; Construction LLC</b>	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <span style="margin-left: 100px;"><b>S</b></span> <input type="checkbox"/> Exempt payee  <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.) <b>PO Box 104960</b>	Requester's name and address (optional)
	City, state, and ZIP code <b>Jefferson City, MO 65110</b>	List account number(s) here (optional)

<b>Part I Taxpayer Identification Number (TIN)</b>																																					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: left;">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> <td style="width: 20px; height: 20px;"> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9" style="text-align: left;">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">-</td> <td style="width: 20px; height: 20px;">1</td> <td style="width: 20px; height: 20px;">8</td> <td style="width: 20px; height: 20px;">9</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">5</td> <td style="width: 20px; height: 20px;">8</td> </tr> </table>	Social security number																		Employer identification number									8	1	-	1	8	9	5	5	8
Social security number																																					
Employer identification number																																					
8	1	-	1	8	9	5	5	8																													
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.																																					

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



## 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](mailto:Rwilson@boonecountymo.org)

### Bid Data

Bid Number: **22-04JUN20**  
Commodity Title: **2020 Mill & Overlay - Term & Supply**

### DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

#### Bid Submission Address and Deadline

Day / Date: **Thursday, June 4, 2020**  
Time: **11:30 A.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 7<sup>th</sup> St. and Ash St. Enter the building from the South side. Wheelchair accessible entrance is available on the South side of the building.

#### Bid Opening

Day / Date: **Thursday, June 4, 2020**  
Time: **11:30 A.M.**  
Location / Address: **Boone County Purchasing Department  
Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, MO 65201**

#### Pre-Bid Meeting – Optional

Day / Date: **Thursday, May 21, 2020**  
Time: **11:00 A.M.**  
Location / Address: **Tele-Conference  
Dial-In Number: 701-801-1211  
Access Code: 758-401-651**  
*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.*

#### Questions Submission Deadline

Day / Date: **Friday, May 29, 2020**  
Time: **3:00PM**  
Contact: **All technical questions must be submitted in writing to Dan Haid, Project Manager, at [DHaid@BooneCountyMO.org](mailto:DHaid@BooneCountyMO.org).**

***Bid Contents***

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- 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**
- Anti-Collusion Statement**
- Debarment Certificate**
- Instructions for Compliance with House Bill 1549**
- Work Authorization Certification**
- Certification of Individual Bidder**
- Affidavit for Certification of Individual Bidder**
- Standard Terms and Conditions**
- Contractor's Affidavit Regarding Settlement of Claims**
- Affidavit of Compliance with OSHA**
- Affidavit of Compliance with the Prevailing Wage Law**
- Paving Improvements Traffic Control Detail Sheet**
- Dig Out and Repair Detail**
- No Bid Response Form**
- Annual Wage Order No. 26**

**1. Introduction and General Conditions of Bidding**

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department(s) or Office(s)* - The County Department(s) or Office(s) for which this Bid is prepared, and which will be the end user(s) of the goods and/or services sought.  
*Designee* - The County employee(s) assigned as your primary contact(s) for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business(s) entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A “Request for Bid” is used when the need is well defined. A “Request for Proposal” is used when the County will consider solutions, which may vary significantly from each other or from the County’s initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** Questions concerning these specifications should be submitted in writing to the County no later than **May 29, 2020 by 3:00 p.m.** Contact for Bid questions – Robert Wilson – Buyer, Boone County Purchasing Department, 613 E. Ash, **Room 111**, Columbia, MO 65201. Telephone: (573) 886-4393 Facsimile: (573) 886-4390; email [Rwilson@boonecountymo.org](mailto:Rwilson@boonecountymo.org)
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder’s failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** – If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. County reserves the right to award to more than one service provider. Multiple awards may be made on the basis of primary, secondary, and if necessary, a tertiary service provider. The primary provider shall furnish the County’s requirements until such time as the County determines that it is in its best interests to seek performance from the secondary provider, then tertiary provider. The County’s decision will be based upon ability of the primary source to supply acceptable goods and/or services within the County’s time requirements. The County’s decision to utilize secondary and tertiary sources shall be final and conclusive.

- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
  - 1) the provisions of the Contract (as it may be amended);
  - 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.
- 1.7. **NO GUARANTEE OF WORK** - The quantities and estimates included in this RFB are not a guarantee of work to be done on the ensuing contract. Projects and quantities are subject to change.



**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for a Term and Supply contract for the furnishing of all labor, materials, equipment, coordinating and scheduling, and related items required to provide materials for and/or perform Mill and Overlay work required of the bid items within.
- 2.1.1. **Asphalt, BP-2, R.A.P.** (Item 4.9.1.): Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix may contain up to 20% recycled asphalt pavement, however no shingles will be included in this mix. Contractor must submit a MODOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.
- 2.1.2. **Surface Milling, Asphalt, Contractor Haul-off** (Item 4.9.2.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.3. **Surface Milling, Butt-Joint** (Item 4.9.3.): Milling of butt-joints at driveways, intersections, and project terminus. This milling may occur in asphalt or concrete pavements. Width of butt joints will typically be 72 inches on intersecting public roads; 24” on driveways.
- 2.1.4. **Rock Driveway Transitions** (Item 4.9.4.): This item will use compacted 1” minus aggregate to create transitions between new pavement surface and existing gravel driveways.
- 2.1.5. **Temporary Centerline Markers** (Item 4.9.5.): Reflector type temporary centerline markers will be placed on 40’ centers delineating lanes of traffic following a resurfacing project.
- 2.1.6. **Mobilization- Surface Milling** (Item 4.9.6.): This item will be paid to the contractor for each mobilization request (project) that will require use of items: 4.9.2., 4.9.9., 4.9.10., and/or 4.9.11. Since generally the same equipment will be used for any of the above mentioned bid items, this mobilization charge will be paid only once per project, even in the event that multiple Surface Milling bid items are utilized (ex., if Surface Milling, Asphalt, Contractor Haul-off and Surface Milling, Concrete, Contractor Haul-off are both used on the same project, one mobilization charge will be paid.). It is not the intent of this contract to pay this mobilization bid item for use of bid item 4.9.3., Surface Milling, Butt-Joint, as that work is typically performed with more easily accessible equipment that is commonly on the work site already.
- 2.1.7. **Mobilization – Small Quantity** (Item 4.9.7.): This item will be paid to the contractor for each mobilization request (project) if at least one of the following conditions are true:
- 1.) If item 4.9.1. was used and the project required less than 300 tons of item 4.9.1.
  - 2.) the total cost of the project was less than \$20,000.00.
- If neither of these two conditions are true of the project, this mobilization charge will not be paid. The purpose of this item is to pay the contractor for mobilizing for a small project and accounting for all those costs that are generally combined with the cost of items 4.9.1.. For example, (extreme case) the County requests mobilization for installation of 1 ton of asphalt.
- 2.1.8. **Tack Coat, Trackless Tack** (Item 4.9.8.): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material to be used shall be NTQS-1HH (Trackless Tack), SS-1VH, or approved equal. Material shall be applied per manufacturer’s recommendations. Application rate shall be per manufacturer’s recommendation
- 2.1.9. **Surface Milling, Asphalt, County Haul-off** (Item 4.9.9.): Milling of asphalt surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.

- 2.1.10. **Surface Milling, Concrete, Contractor Haul-off** (Item 4.9.10.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. Contractor will be responsible for haul-off and retainage of millings.
- 2.1.11. **Surface Milling, Concrete, County Haul-off** (Item 4.9.11.): Milling of concrete surfaced streets to a depth prescribed by the County. Typical applications will be 1-3” deep depending on conditions. County will be responsible for haul-off and retainage of millings.
- 2.1.12. **Dig Out Repair, Typical** (Item 4.9.12.): Dig-Out-Repair as shown in attached ‘Dig Out and Repair Detail, Revised 8-16-10’. This repair consists of excavation of existing material to 16 inches below existing surface, replaced with woven geotextile fabric, two 6 inch lifts of compacted 1.5” minus aggregate, one four inch lift of compacted bituminous base to existing pavement surface. See attached detail. If extra depth of asphalt is needed due to planned milling, etc., it will be paid for using Item 4.9.1., removals for typical and extra depth are incidental to this item. Existing pavement may be of asphalt or concrete material.
- 2.1.13. **Dig Out Repair, Asphalt, Hasty** (Item 4.9.13.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing asphalt pavement during paving operations. Contractor will remove loose material until stable material is reached. Excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4-inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.14. **Dig Out Repair, Concrete, Hasty** (Item 4.9.14.): Dig-Out-Repair which will typically be used in the event of a ‘blow-up’ of existing concrete pavement during paving operations. Contractor will remove unstable concrete pavement and unsuitable base material until stable material is reached. The excavated area will be filled with BP-2 asphalt pavement compacted in maximum 4 inch lifts to match existing surface. This item will be paid by hour of time spent performing this work, in half hour increments. Material will be paid for with Item 4.9.1..
- 2.1.15. **Restoration** (Item 4.9.15.): This item will typically be used to restore roadside areas that are disturbed due to dig-out repairs. For such dig-out repairs, this item will be paid at 1’ width the entire length of the repair; additional restoration outside of the 1’ width will be contractor’s responsibility.
- 2.1.16. **Tack Coat** (Item 4.9.16): This item will be used to pay for tack coat used prior to the initial lift of Asphalt Overlay as well as any additional lifts, if used. The bidder should not include the cost of tack coat in the Asphalt Overlay bid items. Material shall be diluted asphalt emulsion such as SS-1, SS1-h, SCC-1 and CSS-1h or approved equal. Material shall be applied per Missouri Standard Specifications for Highway Construction, 2011.
- 2.1.17. **Tack Coat, Vertical Faces** (Item 4.9.17.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.16.. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.
- 2.1.18. **Tack Coat, Trackless Tack, Vertical Faces** (Item 4.9.18.): This item will be paid to the contractor for each linear foot of vertical face tack oil applied to up to a height of 4” using tack oil as described in item 4.9.8. If height of vertical face is greater than 4”, additional quantity of this item will be paid to contractor for remaining height of vertical face to which tack oil is applied up to 4”. That is, if 6” of vertical face has tack oil applied to it for 1,000 linear feet, the contractor will be paid for 2,000 linear feet of this item. Contractor will take precautions to minimize errant applications to unintended surfaces, and will be responsible for cleaning such at County’s discretion.

- 2.1.19. **BP-2, Virgin Unit Price Increase** (Item 4.9.19.): At the County’s discretion, in lieu of the R.A.P. mix used in bid item 4.9.1. it may elect to use a Virgin BP-2 Asphalt mix that meets the requirements below:

Plant mix pavement in conformance with Missouri Standard Specifications for Highway Construction, 2011, Section 401. This mix will contain no recycled asphalt pavement or shingles. Contractor must submit a MoDOT approved Job Mix Formula no more than three years old. At County’s discretion, this item may be placed in a single lift, or in multiple lifts (wedge/leveling course, surface course, etc.). Contractor shall be responsible for sweeping or other means necessary for cleaning of the street prior to performing this item.

The use of this item will likely result in an increased cost versus the R.A.P. mix. As such, the contractor shall indicate the amount of increase in unit cost for its use

- 2.1.20. **Additional Work:** (Item 4.11.): Contractor selected for this contract should **submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.** Under direction of Engineer or his appointees, contractor shall perform said needed work and account for equipment and labor utilized from said schedule and submit invoice for said work upon completion of project. Any material used to perform said work with no corresponding bid item in this contract shall be billed to the county for actual cost plus 20%.
- 2.2. **Scope** – There is no minimum quantity of work expressed or implied associated with this contract. However, the below table shows the work intended to be completed with this contract in 2020.
- 2.2.1. **Intended work: (\*Note – This list shows the County’s intended use for this contract at this time and is subject to change. Actual work that is performed may be more or less. No guarantee of quantities is implied.)**

	<b>Asphalt</b>	<b>Surface Milling</b>
<b>2020 Projects</b>	<b>Ton</b>	<b>SY</b>
Old Route A	1,420	110
Old Plank Rd. (N. or Campus Dr. to Smith Hatchery Rd.)	650	450
Christian School Rd.	2,950	0
Grace Ln.	650	1,570
Clellie Harmon Rd.	1,740	0
<b>Total</b>	<b>7,410</b>	<b>2,130</b>

- 2.3. **CONTRACT DURATION** - The contract shall be effective from the date of award through December 31, 2020.
- 2.4. The unit prices for the items identified on the Response Form shall remain fixed for the identified original contract period.
- 2.5. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of twelve (12) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.6. **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.
- 2.7. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum annual quantities or total prices.

2.8. **TECHNICAL REQUIREMENTS** - All materials provided and work done shall be in accordance with the Missouri Standard Specifications for Highway Construction, 2011.

2.9. **SPECIAL PROVISIONS**

2.9.1. **Asphalt Cement Price Index**

2.9.1.1. If the bidder so chooses, asphaltic pavement and base mixes are eligible for the following price adjustment. This adjustment will apply only to the percentage of virgin asphalt cement actually placed on the job, excluding RAP or RAS, and will be calculated using the following formula:  $A = (B \times C) \times (D - E)$

2.9.1.2. Where:

A = Adjustment

B = Tons of mix placed

C = % of virgin asphalt binder as listed in the job mix formula

D = monthly price for the month prior to mix placement

E = monthly price for the month prior to bid submission

2.9.1.3. The monthly asphalt prices will be those shown in the Dollar/Ton column of the “Asphalt Price Index” table posted at MoDot.org – Bidding-Road & Bridge Construction Bidding Opportunities – Online Plan Rooms – Asphalt Price Index - on MoDOT’s website, also currently located at:

[http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general\\_info&key=658](http://www.modot.org/eBidLettingPublicWeb/viewStream.do?documentType=general_info&key=658)

All prices will be for the entire month regardless of when posted. Separate adjustments will be calculated for each month in which the bidder places eligible material.

**Calculation Examples**

This table is fictional, but it resembles the table found at the above MoDOT website.

Asphalt Price Index	
2015	PG 64-22 Dollar/Ton
January	\$450.00
February	\$510.00
March	\$520.00
April	\$530.00
May	\$520.00
June	\$500.00
July	\$480.00
August	\$475.00
September	\$450.00
October	\$425.00
November	\$420.00
December	\$400.00

**Example #1**

The contract was bid in March 2015. 1,000 tons of BP-2 were placed during October 2015. Job mix called for 5.0% virgin AC. No RAP was used.

B = 1,000      C = 5.0%      D = 450.00      E = 510.00

$A = (1,000 \times 0.050) \times (450.00 - 510.00) = -3,000$

Adjustment = \$3,000 Deduct

Example #2

The contract was bid in February 2015. 1,000 tons of BP-2 were placed during July 2015. 2,000 tons of BP-2 were placed during August 2015. Job mix called for a mix with 4.5% virgin AC and 1.0% AC from RAP.

$$B_1 = 1,000 \quad C = 4.5\% \quad D_1 = 500.00 \quad E_1 = 450.00$$

$$A_1 = (1,000 \times 0.045) \times (500.00 - 450.00) = 2,250$$

$$B_2 = 2,000 \quad C = 4.5\% \quad D_2 = 480.00 \quad E_2 = 450.00$$

$$A_2 = (2,000 \times 0.045) \times (480.00 - 450.00) = 2,700$$

$$\text{Adjustment} = A_1 + A_2 = 2,250 + 2,700 = \$4,950 \text{ Increase}$$

- 2.9.2. **Warm Mix Asphalt:** The use of Warm Mix Asphalt is allowed as part of this contract. No unit priced deductions will be given for its use.
- 2.9.3. **Vibratory Screed:** Contractor is required to use an asphalt paver equipped with a vibratory screed for all work performed under this contract. Said vibratory screed shall be functional, calibrated for the material and conditions of the project, and turned on at all times during paving operations.
- 2.9.4. **Tack Coat:** (Taken from MoDOT Engineering Policy Guide Section 407.1.4)

**Application** (Sec 407.4.2) If the tack coat is too heavy or too light, an inadequate bond is created and the mat may slip during compaction, which results in shoving and checking. In addition, a slippage failure (cracking) may occur after the pavement has been subjected to traffic. Bleeding may also occur if the tack coat is too heavy.

The tack coat must be uniformly applied to the existing surface at the rate specified in the contract. Generally, the application rate between the existing pavement and the first lift should be in the range of 0.05 to 0.10 gal/yd<sup>2</sup> \*(Residual AC Content). It is strongly recommended to apply a light tack coat between each lift of bituminous pavement. The application rate between lifts should be in the range of 0.02 to 0.05 gal/yd<sup>2</sup> \*(Residual AC Content).

Depending on the condition of the existing surface, the application rate may need to be adjusted from the specified rate. This is acceptable as long as approval is obtained from the RE and the rate is within the applicable range mentioned above. For example, an open textured surface, such as an SP250 mix, requires more tack than a surface that is tight or dense, such as an SP125 mix. A milled surface requires additional tack because of the increased surface area (from the grooves left by the cutting teeth on the milling machine). A dry, aged pavement also requires a heavier tack coat than a newer pavement. These conditions, and any other possibilities, must be considered when a tack coat is applied.

There is no requirement governing the overlap of a tack coat. However, the best results are generally obtained with a double or triple lap. Therefore, the height of the spray bar on the distributor should be adjusted accordingly.

The tack coat must be allowed to break (cure) prior to spreading mix. Shortly after the tack coat has been applied, its color will change from brown to black as the water in the emulsion begins to evaporate. The emulsion also becomes “tacky” to the touch. The amount of time it takes for the tack coat to break depends on the type and grade of emulsion used, the application rate, the temperature of the existing surface, and the environmental conditions. The tack coat is said to have “set” once all of the water in the emulsion has evaporated. Typically, an emulsion sets in 1 to 2 hours. If there is reason to believe that the tack coat is being diluted with a material other than water or that the dilution rate is other than what has been reported, a sample should be taken and shipped to the Central Laboratory.

**Tack** (Sec 407.4.2.1) It is extremely important that the tack coat remains on the existing surface in order to create an adequate bond between the existing surface and the mat. Usually, tack is only applied within the length of the lane drop. The tack coat should be allowed to set before it is subjected to construction traffic. Otherwise, the vehicle tires will pick up the tack. At the very least, the amount of construction traffic, including haul trucks, should be minimized.

The tacked surface should be covered with mix the same day. If this is not possible because of equipment problems (plant or paver breakdowns), sand must be lightly distributed over the tacked surface before opening to traffic. This will “blot” the tack, preventing it from being picked up by the traffic, and provide friction to the surface. When paving resumes, the excess sand must be removed before the mix is spread.

**Purpose** (Sec 407.3.1) The purpose of the tack coat is to improve the bond between the existing surface and the roadway pavement. A tack coat shall be applied to provide a bond between old and new wearing courses. The best results occur when the tack is applied to a dry and clean surface, free of loose material.

**Application Rates** (Section 407.3.2) The application rate will vary from 0.03 to 0.15 gal/yd<sup>2</sup> \*(Residual AC Content), depending on the condition of the old pavement surface. The pavement course surface should be evaluated to determine the amount of tack to be applied. A viscous material should be used because very little penetration of the asphaltic oil into the pavement surface is expected. The tack coat should be allowed to become tacky or sticky before the surface course is laid. Emulsions are recommended for tacking on heavily traveled routes. Too much tack can create a slippage plane between the old pavement and the new pavement overlay as the tack coat acts as a lubricant instead of an adhesive. Also too much tack could result in bleeding of the tack through to the new overlay surface, which can produce a slick pavement condition. After application of the tack, time must be allowed for the tack to break. Breaking is the phenomenon when the asphalt and water in the emulsion separate, beginning the curing process (brown to black color). Traffic should be kept off the tacked area.

**Products** (Section 407.3.3) Asphalt emulsions commonly used for tack coats are diluted SS-1, SS-1h, SCC-1 and CSS-1h. Refer to Standard Specification Section 407 for additional information regarding tack coats.

- 2.9.5. When performing Surface Milling operations, Contractor may encounter paving fabric (PetroMat, GlasPave, TruPave, etc.) that was installed as part of prior projects. No additional payment will be made due to such situation.
- 2.9.6. **Traffic Control** - The contractor shall be responsible for traffic control for all projects performed under this contract. Traffic control shall be consistent with the MUTCD. Traffic control will be incidental to the work being done which requires traffic control.
- 2.9.7. Temporary asphalt transition ramps to accommodate traffic flow on surface and butt joint milled areas will be incidental to those items.
- 2.9.8. Unless prior authorization is given by the County, Milling operations should be performed within 48 hours prior to placement of asphalt material when applicable.
- 2.10. **Warranty** - The contractor shall warranty both the labor and material for a period of one year from the date of application.

- 2.11. **Projects will be inspected by department personnel.**
- 2.12. **BIDDERS EXPERIENCE AND QUALIFICATIONS – The bidder must be approved to perform work under MODOT contracts.** The bidder shall include in the response, written documentation on their qualifications to perform the type of work described in this contract, and the equipment proposed for use on this project. Included shall be a summary of the bidders experience along with information and references regarding contracts, if any, which have been awarded the bidder by other agencies in the State of Missouri during the last 2 years. Government contract information is preferred, but private contract information is acceptable. This information will be included in the evaluation process in the form of Attachment A.
- 2.13. **SCHEDULING** – It is anticipated that the County will provide the Contractor a list of projects to be completed as part of this contract in July of the current year with an anticipated date when each project will be finished being prepped by Boone County personnel, and ready for the projects. The County will then give the Contractor a notice to proceed on each project when preparations are complete. The contractor will be required to complete all such projects prior to October 1<sup>st</sup> of the current year but will not be left with less than 60 calendar days to complete the projects. The contractor shall notify the County not less than 14 Calendar days prior to the beginning of a particular project, unless a shorter amount of time is acceptable to County personnel. In the event that the County requests additional work outside of the initial request noted above, the Contractor will be required to begin said additional work within 30 calendar days of said request.
- 2.14. **PREVAILING WAGE** - Not less than prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this contract. **Prevailing Wage Order Number 26** is attached. Wage Rate Certifications will be submitted for each employee for hours worked and upon completion of the project and prior to payment, contractor will be required to file with the County an affidavit stating that contractor has fully complied with the provisions and requirements of the Prevailing Wage Law.
- 2.15. **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. **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.
- 2.15.5. **Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- 2.16. **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



- 2.17. **SALES/USE TAX EXEMPTION** – County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to 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 project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. Not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.18. **SETTLEMENT OF CLAIMS AFFIDAVIT** - Prior to the release of contract amount, contractor shall file with the County, an affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor and other items covered by the contract;
- 2.19. **BILLING AND PAYMENTS** – Invoices shall be submitted to the Boone County Resource Management – Engineering Division at the following address: Boone County Government Center, 801 East Walnut, Room 315 Columbia, MO 65201. Payment shall be made within 30 days of receipt of a correct invoice.
- 2.19.1. **ACH 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.
- 2.20. **DESIGNEE** – Boone County Resource Management – Engineering Division
- 2.21. **Overhead Line Protection: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.
- 2.22. **OSHA Program Requirements** – The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.
- 2.23. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee’s completion of the OSHA program, **and certify compliance by affidavit at the conclusion of the project.**

- 2.24. 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.
- 2.25. **Employment of Unauthorized Aliens Prohibited**
- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
  - (b) As a condition for the award of this contract, the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. **Please return a copy of the Memorandum of Understanding** that you will receive following completion of enrollment. This will provide the County the proof of enrollment.
  - (c) Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- 2.26. **Payment Bond** – Contractor shall provide the County with a Payment Bond on form provided by County whenever the work associated with a mobilization under this Contract is projected to exceed \$50,000.00. Contractor shall provide the Payment Bond within thirty (30) days of request by County. No additional payment will be made to the contractor for the procurement of the Payment Bond. It should be incidental to all bid items.

**3. *Response Presentation and Review***

- 
- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, you must submit your Response in strict conformity to the requirements stated here. Failure to adhere to all requirements may result in your Response being disqualified as non-responsive. All Responses must be submitted using the provided Response Sheet. Every question must be answered and if not applicable, the section must contain "N/A" or "No Bid". Manufacturer's published specifications for the items requested shall be included with the response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. We are not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Submittal Package** - Submit, to the location specified on the title page, **THREE (3) COMPLETE COPIES** of your Response in a single sealed envelope, clearly marked on the outside with your company name and return address, the proposal number and the due date and time.
- 3.2.2. **Advice of Award** - A Bid Tabulation of responses received as well as Award status can be viewed at [www.showmeboone.com](http://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** - The County will evaluate on qualifications and will use the quantities in Section 2.2.1, or current anticipated work list, to evaluate pricing of **Total Major Use** items.
- 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 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: \_\_\_\_\_

4.2. Address: \_\_\_\_\_

4.3. City/Zip: \_\_\_\_\_

4.4. Phone Number: \_\_\_\_\_

4.5. Fax Number: \_\_\_\_\_

4.6. Email Address: \_\_\_\_\_

4.7. Federal Tax ID: \_\_\_\_\_

4.7.1.  Corporation Partnership - Name \_\_\_\_\_ Individual/Proprietorship - Individual Name \_\_\_\_\_ Other (Specify) \_\_\_\_\_

4.8. Prompt Payment Terms: \_\_\_\_\_

4.8.1. Will you accept automated clearinghouse (ACH) for payment of invoices? \_\_\_\_\_

**4.9. PRICING**

Major Use Items					
Item No.	Description	Unit	Qty	Unit Price	Total
4.9.1.	Asphalt, BP-2, RAP	Ton	7,420	\$	\$
4.9.2.	Surface Milling, Asphalt, Contractor Haul-off	SY	900	\$	\$
4.9.3.	Surface Milling, Concrete, Contractor Haul-off	SY	1240	\$	\$
4.9.4.	Surface Milling, Butt-Joint	SY	335	\$	\$
4.9.5.	Rock Driveway Transitions	Ton	225	\$	\$
4.9.6.	Temporary Centerline Markers	EA	615	\$	\$
4.9.7.	Mobilization: Surface Milling	EA	3	\$	\$
4.9.8.	Mobilization: Small Quantity	EA	1	\$	\$
4.9.9.	Tack Coat, Trackless Tack	SY	134,825	\$	\$
4.9.10.	Dig-Out Repair, Typical	SY	1,535	\$	\$
Total Major Use Items					\$

<b>Minor Use Items</b>			
Item No.	Description	Unit	Unit Price
4.9.11.	Surface Milling, Asphalt, County Haul-off	SY	\$
4.9.12.	Surface Milling, Concrete, County Haul-off	SY	\$
4.9.13.	Dig-Out Repair, Asphalt, Hasty	HR	\$
4.9.14.	Dig-Out Repair, Concrete, Hasty	HR	\$
4.9.15.	Restoration	SF	\$
4.9.16.	Tack Coat	SY	\$
4.9.17.	Tack Coat, Vertical Faces	LF	\$
4.9.18.	Tack Coat, Trackless Tack, Vertical Faces	LF	\$

<b>Item Unit Price Increase</b>			
Item No.	Description	Increase to Bid Item for use	Unit Price Increase
4.9.19.	BP-2, Virgin	4.9.1. - Asphalt, BP-2, RAP	\$

<b>Bid Total</b>	\$
------------------	----

- 4.10. **Optional Asphalt Cement Price Index Provision** (Section 2.9.1.3. of bid document) Failure by the bidder to check an option will be interpreted to mean election to not participate in the Asphalt Cement Price Index.

**Check One:**

\_\_\_\_\_ **ACCEPT**

\_\_\_\_\_ **DO NOT ACCEPT**

- 4.11. **Additional Work (2.1.20.)** Contractor selected for this contract should submit to Boone County along with their bid response a schedule of equipment that may be used and labor rates (billable hourly rate) for any additional work that may be encountered that is not contemplated by this contract but may be required to be performed because of unforeseen circumstances at time of construction.

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

- 4.12. **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.**

Authorized Representative (Sign by Hand):

\_\_\_\_\_  
Type or Print Signed Name:

Today's Date: \_\_\_\_\_

- 4.13. **Cooperative Procurement:** The vendor should indicate by checking "Yes" or "No" in the indicated space if the vendor will honor the submitted prices and terms for purchase by other entities in Boone County that participate in cooperative purchasing with Boone County, Missouri?

\_\_\_\_\_ **YES**

\_\_\_\_\_ **NO**

**ATTACHMENT A**

**STATEMENT OF BIDDER'S QUALIFICATIONS**

**(File with Bid Form)**

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

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

**2. Previous Work: (Complete the following schedule)**

Item	Purchaser	Amount of Contract	Percent Completed
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**3. General type of work performed:**

\_\_\_\_\_

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

**(a) Number of contracts on which default was made: \_\_\_\_\_**

**(b) Description of defaulted contracts and reason therefore:**

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

**5. List references:**

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

**Dated at \_\_\_\_\_**

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

\_\_\_\_\_  
**Name of Organization(s)**

By \_\_\_\_\_  
**(Signature)**

\_\_\_\_\_  
**(Title of Person Signing)**

**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 bid 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 \_\_\_\_\_

**(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:

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

County Bid Number \_\_\_\_\_

Vendor Job Number \_\_\_\_\_

Job Location \_\_\_\_\_

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

To the Boone County \_\_\_\_\_ Department  
Columbia, Missouri

**To Whom It May Concern:**

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

\_\_\_\_\_  
Contractor

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

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

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

County of \_\_\_\_\_ ss.

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

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

(SEAL)

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





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

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

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

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

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

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

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

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

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

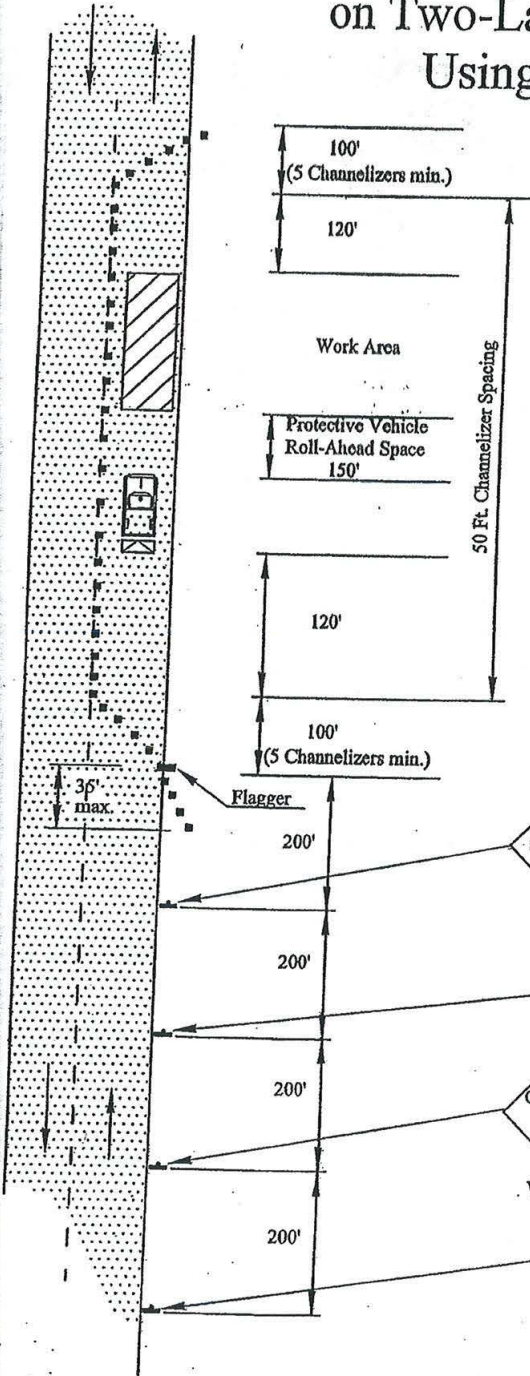
\_\_\_\_\_  
Signature

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

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

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

# Low Volume Lane Closure on Two-Lane Highway Using Flaggers



**Notes:**

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

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

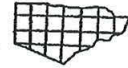
For mobile operations where workers are on foot and move with the operation, channelizers may be reduced or eliminated.

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

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

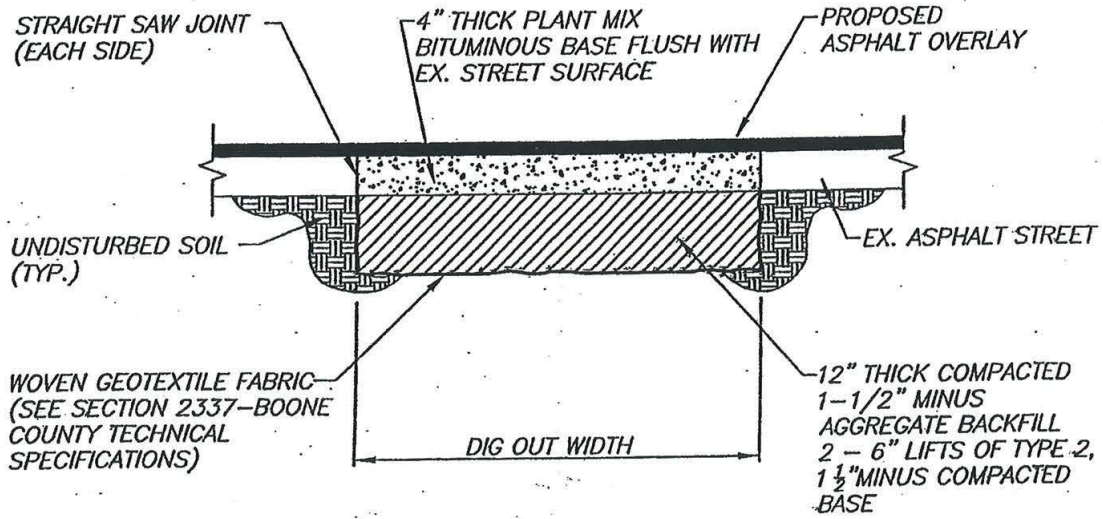
See MUTCD and MODoT Regulations for additional applicable details, notes, and definitions.

## Paving Improvements Traffic Control Detail Sheet



DESIGN AND CONSTRUCTION DEPT.  
5551 HIGHWAY 63 SOUTH  
COLUMBIA, MISSOURI 65201-9711  
PHONE (573) 449-8515  
FAX (573) 875-1602

PROJECT No:	
DATE:	3/22/10
SCALE:	Not to Scale
DESIGN BY:	A D
DRAWN BY:	TC
CHECKED BY:	
SHEET 1 OF 1	



**Notes:**

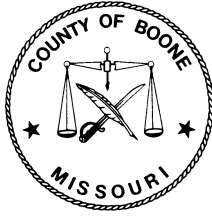
1. Sawcut area designated by Boone County Public Works.
2. Excavate to a Minimum of 16" Depth\*\*
3. Compact Bottom and Place Woven Fabric.  
(Mirafi 600X or Approved Equal.)
4. Place Two (2) 6" Lifts of Type 2 , 1 1/2" Minus Compacted Base.
5. Place 4" Lift of Compacted Bituminous Base on Primed Base Rock. Finish shall be flush with road surface and have a smooth ride.
6. Additional Depth shall be backfilled with Type 2 , 1 1/2" Minus Compacted Base. 6" Maximum per Lift.
7. Base **MUST** be approved by Inspector **BEFORE** placement of Fabric and Rock.
8. Contractor shall remove and dispose of all materials excavated from the repair area.

\*\* Additional Depth shall be paid by the Cubic Yard as per the Bid Form.

## Dig Out and Repair Detail

Not To Scale

Revised: 8-16-10



*“No Bid” Response Form*

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

Robert Wilson, Buyer  
(573) 886-4393 – Fax: (573) 886-4390

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**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, email, or fax.

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

**Bid: 22-04JUN20 – 2020 Mill & Overlay Term & Supply**

Business Name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

Contact: \_\_\_\_\_

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

Reason(s) for not bidding:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## ADDENDUM #1 to RFB 22-04JUN20

### 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](mailto:rwilson@boonecountymo.org)

### BOONE COUNTY, MISSOURI

#### Request for Bid #22-04JUN20 – 2020 Mill and Overlay – Term & Supply

#### ADDENDUM # 1 - Issued June 1, 2020


Prospective bidders are hereby notified of the following revisions to Request for Bid 22-04JUN20:

1. **Change** section 2.2.1. as follows:

Intended Work: (Note – This list shows the County’s intended use for this contract at this time and is subject to change. Actual work that is performed may be more or less. No guarantee of quantities is implied. Quantities on this table may not match quantities on bid form.)

	Asphalt	Surface Milling, Asphalt	Surface Milling, Concrete	Dig Out Repair
2020 Projects	Ton	SY	SY	SY
Old Route A	1,420	110	0	570
Old Plank Rd. (N. or Campus Dr. to Smith Hatchery Rd.)	650	450	0	240
Christian School Rd.	2,960	0	0	150
Grace Ln.	650	340	1,240	430
Clellie Harmon Rd.	1,740	0	0	140
<b>Total</b>	<b>7,420</b>	<b>900</b>	<b>1,240</b>	<b>1,530</b>

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, Buyer**  
**Boone County Purchasing**

The bidder has examined **Addendum #1 to Request for Bid #22-04JUN20 – 2020 Mill and Overlay – 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:

\_\_\_\_\_