

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

June

20

16

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

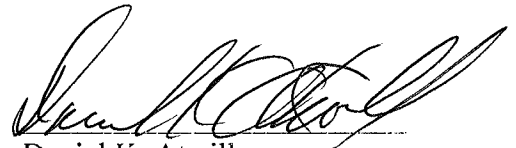
Now on this day the County Commission of the County of Boone does hereby approve the attached Contract Amendment Number One to 26-15JUN15 – Dental Referral Program.

The terms of this amendment are stipulated in the attached Contract Amendment. It is further ordered the Presiding Commissioner is hereby authorized to sign said Contract Amendment Number One, Dental Referral Program.

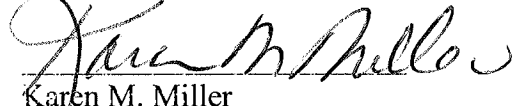
Done this 14th day of June, 2016.

ATTEST:

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



Daniel K. Atwill  
Presiding Commissioner



Karen M. Miller  
District I Commissioner



Janet M. Thompson  
District II Commissioner

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Melinda Bobbitt, CPPB, CPPO  
**DATE:** September 2, 2014  
**RE:** Amendment Number One – 26-15JUN15 – Dental Referral Program

Contract 26-15JUN15 – *Dental referral Program* was approved by commission for award to Family Health Center of Boone County on November 12, 2015, commission order 536-2015. This amendment increase the per referral allotment from \$250 to \$450 for ER dental referrals.

Invoices will be paid from department 2130 – Community Health/Med (Hospital Lease), account 71106 – Contracted Services.

**cc:** Kelly Wallis, Children's Services  
Contract File

**CONTRACT AMENDMENT NUMBER ONE  
PURCHASE AGREEMENT FOR  
DENTAL REFERRAL PROGRAM**

The Agreement **26-15JUN15** dated November 12, 2015 made by and between Boone County, Missouri and **Family Health Center of Boone County**, for and in consideration of the performance of the respective obligations of the parties set forth herein, is amended as follows:

- 1. REPLACE the following paragraph of the proposal response in the contract with the attached language:

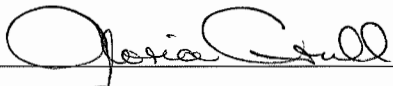
*Data from Family Dental Center's electronic dental record indicate that patients who present to the Dental Center under urgent circumstances typically require, on average, a limited exam, x-ray, and tooth extraction. These services cost, on average, \$250. This program will provide these initial services (up to \$250) at no cost to the patient. These patients lack dental coverage and the waiver of these initial fees eliminates financial barriers to treatment. For services on a patient's treatment plan beyond \$250, patients will be invited to apply to FHC's sliding discount program.*


- 2. Except as specifically amended hereunder, all other terms, conditions and provisions of the original agreement shall remain in full force and effect.

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

**FAMILY HEALTH CENTER OF BOONE COUNTY**

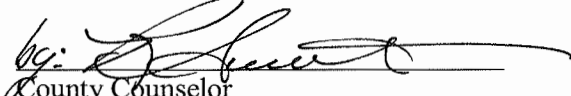
**BOONE COUNTY, MISSOURI**

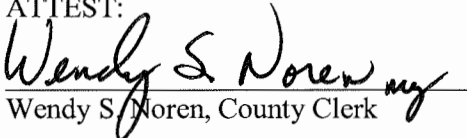
by   
title CEO

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

APPROVED AS TO FORM:


ATTEST:

  
County Counselor

  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

 by jj 06/03/2016 2130-71106  
Signature Date Appropriation Account

## Boone County Emergency Dental Referral Program

### Contract Amendment Request

#### **Background**

Family Health Center anticipated providing dental services to 600 (50 per month) Boone County emergency room patients in calendar year 2016 as a result of the Boone County Community Health Fund. Each patient was to receive \$250 worth of dental services, based on the cost of an exam, x-ray, and single tooth extraction. The patient estimate was based on data provided by the Missouri Information for Community Assessment (MICA) data, which indicated that 662 patients (55 per month) presented to Boone County emergency rooms for disorders of the tooth and jaw in 2013<sup>1</sup>. Family Health Center projected that approximately 90% of the 662 emergency room patients (50 per month) would receive services at Family Dental Center.

#### **Referral-to-Service Estimate**

Since implementation, Family Health Center has received an average of 68 referrals per month, 18 more per month than anticipated. However, the average number of referrals resulting in services is 30 per month. That is, only 44% of referrals received per month result in services which is significantly less than the projected 90%. Family Health Center dentists credit the low referral-to -service rate to the prescription of antibiotics and application of dental blocks in the emergency room. If patients no longer experience dental pain, they are much less likely to follow through with the referral. Family Health Center staff continues to reach out to these patients. It is worth noting that 30% of the year has passed and Family Health Center has only utilized 15% of the program's allocated resources (\$22,244/\$150,000).

#### **Per Beneficiary Estimate**

To date, over one hundred and ten patients have benefitted from dental services provided by this program. The complexity of dental pathology for this population was underestimated in the original application. Patients require an average of \$263 per dental service, \$13 more than projected. A subsector of the population has required multiple tooth extractions, which has inflated the average per patient cost. This subsector accounted for thirty percent of all patients (33). Ten patients have required two tooth extractions and five patients have required more than two tooth extractions. These patients typically incur costs between \$350 and \$450.

#### **Proposed Contract Amendment Request**

Given the data collected to date, we propose the following amendment to the Boone County Dental Referral Contract:

- Increase the per referral allotment from \$250 to \$450 for ER dental referrals

Most patients require routine extractions; however, many of the offending teeth require surgical measures, which involves cutting of the gingiva, laying a mucoperiosteal flap, removal of bone with a

surgical hand piece, sectioning the tooth, and closing with sutures. Some participants in this program have such poor oral health that they must choose which tooth among several painful teeth to extract or treat.



Increasing the per referral allotment will allow Family Health Center dentists to extract up to three teeth if clinically necessary. For the majority of the highest risk patients referred, this measure would help address the patient's chief complaint. Program patients have expressed limited interest in routine follow-up care. These patients have primarily expressed interest in ending their oral pain. Per the current per beneficiary allotment, if a patient requires multiple extractions to end their oral pain, then they often return to the ER for another referral for an additional extraction. We feel that this additional flexibility will reduce subsequent ER visits.

<sup>1</sup>The most recent year was available.

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

June

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 59-11NOV15 – Ballistic/Stab Combo Resistant Body Armor to Southern Uniform & Equipment, L.L.C.

This is a Term & Supply contract and the terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 14th day of June, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Milier

Karen M. Milier  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

281-2016

# Boone County Purchasing

Jacob M. Garrett  
Buyer



613 E. Ash St. Room 109  
Columbia, MO 65201  
Phone: (573) 886-4393  
Fax: (573) 886-4390

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Jacob M. Garrett, Buyer  
DATE: June 3, 2016  
RE: 59-11NOV15 – Ballistic/Stab Combo Resistant Body Armor

The Bid for Ballistic/Stab Combo Resistant Body Armor was issued on October 27, 2015 and closed on November 11, 2015. Five bids were received. The low bid from G.T. Distributors, Inc was non-responsive as they did not provide two demo vest samples which was a mandatory requirement of the bid.

A demo vest was provide by four vendors to do a 30 day demo trail for testing the comfort, straps, temperature, weight, range of motion, and side protection of the body armor vest. Purchasing and the Sheriff's department recommend award to Southern Uniform & Equipment, L.L.C. for submitting the lowest and best bid for Boone County.

This is a Term and Supply contract and invoices will be paid out of organizations 1251 – Sheriff, and 1255 - Corrections - account 23300 – Uniforms. Account 1251 has a budget of \$33,423.00 and account 1255 has \$3,886.00 budgeted for Ballistic/Stab Combo Resistant Body Armor.

Please find attached a copy of the bid tabulation for your review.

att: bid tabulation

cc: Leasa Quick, Sheriff Department  
Gary German, Captain Sheriff Department  
Bid File

**Bid Tabulation - 59-11NOV15 - Ballistic Combo Resistant Body Armor**

4.8.	PRICING	G.T. Distrubturs, Inc			K.D.H. Defense Systems, Inc			Southern Uniform & Equipment			Ray O'Herron Co., Inc			Alamar Uniforms		
		Unit Price	Quantity	Extended Total	Unit Price	Quantity	Extended Total	Unit Price	Quantity	Extended Total	Unit Price	Quantity	Extended Total	Unit Price	Quantity	Extended Total
DESCRIPTION																
4.8.1.	Ballistic/Stab Combo Resistant Body Armor Level NIJ IIIA – Ballistic & Spike 3 with an extra carrier for a total of two (2) carriers.	\$689.79	17	\$11,726.43	\$850.00	17	\$14,450.00	\$774.99	17	\$13,174.83	\$1,166.00	17	\$19,822.00	\$847.00	17	\$14,399.00
4.8.1.1.	Brand	Second Chnace			KDH Defense Systems			Point Blank			Armor Express			Armor Express		
4.8.1.2.	Model	Prism MT Spike III w Additional Carrier			Elite w/ MD-101-III A & KDH-BS3-1			CB-S3-BIIIA-3			Gemini Armor / Equinox Carrier			Gemini IIIA Spike 3		
4.9.	RENEWALS															
4.9.1.	Maximum Increase 1 <sup>st</sup> Renewal Period				5			2.5			3			2		
4.9.2.	Maximum Increase 2 <sup>nd</sup> Renewal Period				5			5			6			2		
4.9.3.	Maximum Increase 3 <sup>rd</sup> Renewal Period				5			7.5			9			2		
	Delivery ARO				30 Days			30 Days			35-40 Days			30-45 Days		
4.12.	COOP				YES			YES			YES			YES		

**No Bids**

Interboro Packaging

281-2016

**PURCHASE AGREEMENT  
FOR  
BALLISTIC/STAB COMBO RESISTANT BODY ARMOR TERM & SUPPLY**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of June 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Southern Uniform & Equipment, L.L.C.** herein "Contractor."

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

**1. Contract Documents** - This agreement shall consist of this Purchase Agreement for **Ballistic/Stab Combo Resistant Body Armor Term & Supply**, County of Boone Request for Bid, bid number **59-11NOV15**, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, as well as the Contractor's bid response dated **November 6, 2015** and executed by **Jim McClellan**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

**2. Contract Duration** - This agreement shall commence on Date of Award and extend through December 31, 2016 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for three (3) additional one year periods subject to the pricing clauses in the Contractor's bid response and thereafter 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 after exercising diligent efforts to do so or not.

**3. Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications and responded to in section 4.8 and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

**4. Delivery** - Contractor agrees to deliver stab resistant body armor within 30 to 45 days after receipt of the order.

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

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

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

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

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

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

SOUTHERN UNIFORM & EQUIPMENT, L.L.C.

BOONE COUNTY, MISSOURI

by Jim McElhara  
title CO - owner

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

address PO Box 433 2030 W. Fairview Ave  
CARTHAGE MO 64836

APPROVED AS TO FORM:

ATTEST:

by: [Signature]  
County Counselor

Wendy S. Noren  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

	1255/23300 & 2902/23300 Term/Supply
<u>June Pitchford</u> by <u>jj</u>	<u>06/03/2016</u>
Signature	Date
	Appropriation Account

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.

15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.





BOONE COUNTY, MISSOURI  
Request for Bid #: 59-11NOV15 – Ballistic/Stab Combo Resistant Body Armor

**ADDENDUM # 2 - Issued October 29, 2015**

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

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County has received the following question and is providing the response below:

- a. **Question:** If our company has a ballistic pack that meets or exceeds the requirements in the solicitation but does not contain Kevlar, would a substitution be considered?

**Response:** Yes. A substitution of equal quality is fine.

By: Jacob M. Garrett  
Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum # 2** to Request for Bid# 59-11NOV15 - *Ballistic/Stab Combo Resistant Body Armor*, for Boone County receipt of which is hereby acknowledged:

Company Name: SOUTHERN UNIFORM & EQUIPMENT  
Address: PO BOX 433 CARTHAGE MO 64836  
Phone Number: 800 493 2684 Fax Number: 417-358 7433  
E-mail: **SOUTHERN UNIFORM and EQUIPMENT**  
jim@southernuniform.com  
Authorized Representative Signature: Jim McEllan Date: 11-6-2015  
Authorized Representative Printed Name: Jim McEllan



BOONE COUNTY, MISSOURI  
Request for Bid #: 59-11NOV15 – Ballistic/Stab Combo Resistant Body Armor

ADDENDUM # 1 - Issued October 27, 2015

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

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

- 1) The closing date has been changed from November 11<sup>th</sup>, 2015 to November 10<sup>th</sup>, 2015 at 1:30 P.M.

By: Jacob M. Garrett  
Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined Addendum #1 to Request for Bid# 59-11NOV15 - Ballistic/Stab Combo Resistant Body Armor, for Boone County receipt of which is hereby acknowledged:

Company Name: SOUTHERN UNIFORM & EQUIPMENT  
Address: PO BOX 433 CARTHAGE MO 64836  
Phone Number: 800 493 2684 Fax Number: 417-358 7433  
E-mail: SOUTHERN UNIFORM and EQUIPMENT  
jlm@southernuniform.com  
Authorized Representative Signature: Jim McEllan Date: 11-6-2015  
Authorized Representative Printed Name: JIM McEllan

Department

4. Response Form

4.1. Company Name: Southern Uniform & Equipment  
 4.2. Address: PO Box 433 2030 W. FARWELL AVE  
 4.3. City/Zip: CARTHAGE MO 64836  
 4.4. Phone Number: 800 493 2684  
 4.5. Fax Number: 417 -358 7433  
 4.6. E-Mail Address: SOUTHERN UNIFORM and EQUIPMENT  
jim@southernuniform.com  
 4.7. Federal Tax ID: 431885607

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

4.8. PRICING

	Unit Price	Quantity	Extended Total
4.8.1. Ballistic/Stab Combo Resistant Body Armor Level NIJ IIIA – Ballistic & Spike 3 with an extra carrier for a total of two (2) carriers.	\$ <u>774<sup>99</sup></u>	17	\$ <u>13,174<sup>83</sup></u>
4.8.1.1. Brand: <u>Point Blank</u>			
4.8.1.2. Model: <u>CB-S3-B111A-3</u>			

4.8.2. Ballistic/Stab Combo Resistant Body  
Armor Point Blank Level NIJ IIIA –  
Ballistic & Spike 3 –30 Day Demo Trail 2

4.9. RENEWALS

- 4.9.1. Maximum Increase 1<sup>st</sup> Renewal Period 2.5 %  
 4.9.2. Maximum Increase 2<sup>nd</sup> Renewal Period 5 %  
 4.9.3. Maximum Increase 3<sup>rd</sup> Renewal Period 7.5 %

**PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.**

4.10. Delivery ARO: 30 DAYS ARO

4.11. Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?  
X Yes \_\_\_\_\_ No

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 all requirements contained in the Request for Bid which have been read and understood, and all of which are made part of this order. By submission of this bid, the vendor certifies that they are in compliance with Section 34.353 and, if applicable, Section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri.**

4.12.1. Authorized Representative (Sign By Hand):

Jim McCallan

Date. 11-6-2015 J#27

4.12.2. Print Name and Title of Authorized Representative

Jim McCallan



**Research and Development**  
Product Specification Form

441023

**BALLISTIC SPIKE COMBO**  
**LEVEL IIIA MALE CB-S3-BIIIA-3**

Revision: 03/10/2015

**NIJ Certification**

CB-S3-BIIIA-3 satisfies the requirements of NIJ-Standard-0101.06 Level IIIA, the NIJ-Standard-0115.00 Spike Class 3, and the Compliance Testing Program.

CB-S3-BIIIA-3 weight is 1.27 pounds per square foot. Thickness is 0.35 inches.

**NIJ Compliance Test Data - Protection Level Specifications**

**Threat 1 - Low Caliber**

Model/Test ID #	Cert Size (C2-C5)	New .357 SIG V50 (fps/mps)		Conditioned .357 SIG V50 (fps/mps)		New .357 SIG BFS (mm/in)		Conditioned .357 SIG BFS (mm/in)		Certification Date	Berry (Yes/No)
<b>CB-S3-BIIIA-3</b>	C1	1912	583	1807	551	28.25	1.11	28.83	1.14	03/25/2014	Y
	C5					26.83	1.06	29.67	1.17		

**Threat 2 - High Caliber**

Model/Test ID #	Cert Size (C2-C5)	New .44 Mag V50 (fps/mps)		Conditioned .44 Mag V50 (fps/mps)		New .44 Mag BFS (mm/in)		Conditioned .44 Mag BFS (mm/in)		Certification Date	Berry (Yes/No)
<b>CB-S3-BIIIA-3</b>	C1	1782	543	1584	483	38.83	1.53	39.67	1.56	03/25/2014	Y
	C5					36.67	1.44	38.00	1.50		

**Spike Test Summary Results**

Threat Level	Weight (Dry) (lbs/ft2)	Thickness (Inches)	E1 Strike Energy		E2 Over Test Strike Energy		Certification Date	Berry (Yes/No)
			J	ft.lb	J	ft.lb		
3	0.56	0.14	43.00±0.60	31.70±0.44	65.00±0.80	47.90±0.59	12/07/2010	Y

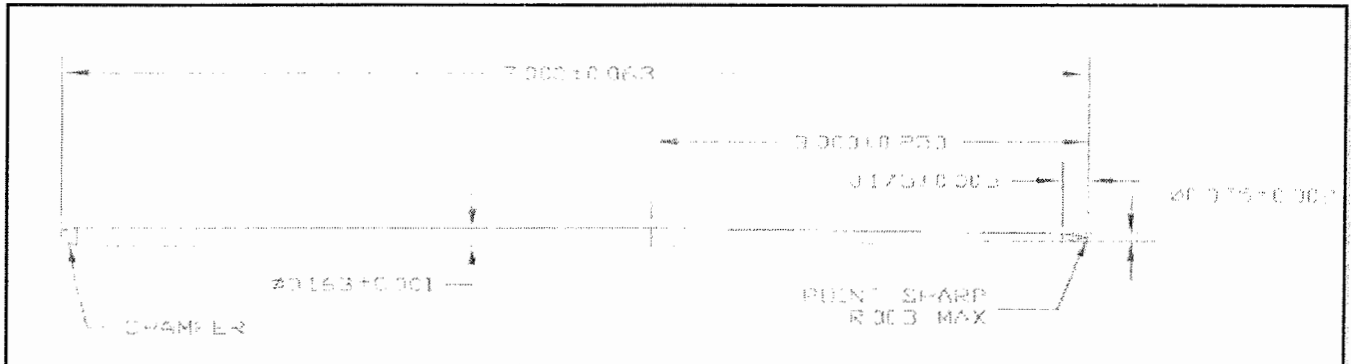


## Research and Development

### Product Specification Form

441023

### Spike Dimensions



### Ballistic Panel Materials

All materials shall be new without flaws that affect appearance, durability, and function. The ballistic panels shall be constructed of a matrix of Flex Woven Aramid and Flex Polyethylene fabrics. No other ballistic material shall be used.

### Ballistic Panel Cover Material

Each ballistic panel shall be covered in 100% weldable Nylon 200D double wall ripstop with TPU coating.

### Panel Construction

All submitted vests shall have uniform layer count throughout the entire ballistic panel. If not, the vests shall be rejected.

i The areal density of ballistic materials, specially para-aramid, for ballistic and stab/spike resistance systems may be affected by as much as 10% by ambient atmospheric conditions including, but not limited to relative humidity and temperature. Therefore, when calculating areal density of ballistic systems PBE, Inc. uses "dry weight." Dry weight is defined as the areal density of the fabric after all moisture has been removed from the material.



**U.S. Department of Justice**

Office of Justice Programs

*National Institute of Justice*

---

Washington, D.C. 20530

March 25, 2014

Sam White  
Executive Vice President  
Point Blank Enterprises, Inc.  
2102 SW 2nd Street  
Pompano Beach, FL 33069

**Notice of Compliance with NIJ Standard–0101.06**

Body Armor Model Designation: CB-S3-BIIIA-3

NIJ Compliance Status Expires: March 25, 2019

Dear Mr. White:

We have completed our evaluation of the body armor model identified above that was submitted to the National Institute of Justice's (NIJ's) Voluntary Body Armor Compliance Testing Program. We are pleased to inform you that the above body armor model satisfies the requirements of NIJ Standard–0101.06 and the Compliance Testing Program.

We also received your completed declaration concerning the model noted above and your agreement to participate in the conformity assessment follow-up process.

The body armor model details are listed on the NIJ Compliant Products List available at [www.justnet.org/CTP](http://www.justnet.org/CTP).

You are now authorized to place the NIJ Statement of Compliance on the labels of this body armor model and all subsequent production units. The Statement of Compliance shall read:

*"This model of armor has been determined to comply with NIJ Standard–0101.06 by the NIJ Compliance Testing Program and is listed on the NIJ Compliant Products List."*

All compliance requirements, as identified by the *NIJ Body Armor Compliance Testing Program Administrative Manual* and the *Ballistic Body Armor Applicant Package*, must be maintained as long as the NIJ Statement of Compliance is displayed on this armor model's labels. If, at any time, the compliance status of this armor model is changed, the NIJ Statement of Compliance shall cease to be used as of the date of the status change.

Sincerely,

Michael K. O'Shea  
Law Enforcement Program Manager  
US Department of Justice  
OJP/NIJ/OST/Operational Technologies Division

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

NVLAP Lab Code: 200825-0

Test Laboratory Name: HP White Laboratory, Inc.  
Report Identification Number: 000001731  
Issue / Revision Number: 000001731A

Penetration and BFS Summary Data

Test ID: PBS09-002151  
Manufacturer: Point Blank Enterprises

Report Date: 01/08/14  
NIJ Armor Type: 3A

Ammunition: .357 SIG 125/FMJ

Threat 1 - New Armor  
Test Velocity: 1470 ± 30 ft/s

Conditioning: New

Shot Number	Sample 1 Size: C-5				Sample 2 Size: C-5				Sample 2 Size: C-5							
	Front Panel		Back Panel		Front Panel		Back Panel		Front Panel		Back Panel					
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1496	0	26		1503	0	25		1464	0	25		1494	0	27	
2	1503	0	26		1497	0	27		1490	0	28		1481	0	28	
3	1488	0	27		1490	0	27		1487	0	29		1500	0	27	
4	1489	0			1494	0			1492	0			1494	0		
5	1491	0			1484	0			1491	0			1471	0		
6	1499	0			1487	0			1498	0			1497	0		
7																
8																
Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 26.83 mm Maximum BFS: 29 mm St. Dev: 1.19342 mm Pass - No BFS greater than 44 mm																

Shot Number	Sample 3 Size: C-1				Sample 4 Size: C-1				Sample 4 Size: C-1							
	Front Panel		Back Panel		Front Panel		Back Panel		Front Panel		Back Panel					
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1469	0	27		1489	0	29		1489	0	29		1462	0	28	
2	1465	0	29		1473	0	28		1490	0	28		1484	0	29	
3	1440	0	29		1494	0	30		1489	0	27		1494	0	26	
4	1459	0			1485	0			1495	0			1495	0		
5	1480	0			1485	0			1480	0			1492	0		
6	1483	0			1485	0			1487	0			1484	0		
7																
8																
Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 28.25 mm Maximum BFS: 30 mm St. Dev: 1.13818 mm Pass - No BFS greater than 44 mm																



NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ammunition: .44 Mag 240/SJHP Threat 2 - New Armor Test Velocity: 1430 ± 30 ft/s Conditioning: New

Shot Number	Sample 5 Size: C-5				Sample 6 Size: C-5				Sample 6 Size: C-5				
	Front Panel		Back Panel		Front Panel		Back Panel		Front Panel		Back Panel		
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1432	0	36		1410	0	37	Sample S09 SR1 014, Repeat test for S09 SR1 032 Test Date: 01/08/2014	1413	0	35		
2	1428	0	35		1437	0	36		1423	0	38		
3	1456	0	38		1450	0	39		1426	0	36		
4	1413	0			1433	0			1429	0			
5	1451	0			1426	0			1432	0			
6	1427	0			1439	0			1428	0			
7													
8													
Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 36.67 mm Maximum BFS: 39 mm St. Dev: 1.61433 mm Pass - No BFS greater than 44 mm													

Shot Number	Sample 7 Size: C-1				Sample 8 Size: C-1				Sample 8 Size: C-1			
	Front Panel		Back Panel		Front Panel		Back Panel		Front Panel		Back Panel	
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note
1	1427	0	39		1434	0	34		1436	0	39	
2	1465	0	44	a	1420	0	38		1442	0	40	
3	1430	0	40		1458	0	39		1421	0		c
4	1411	0			1422	0			1432	0		
5	1417	0			1428	0			1442	0		
6	1421	0			1421	0			1432	0		
7					1421	0	38	b	1442	0		
8					1446	0		replacement for shot #1	1444	0	35	replacement for shot #3
8								replacement for shot #6				
Summary: Perforations: 0 (Pass) BFS Statistics: Count: 12 Average: 38.83 mm Maximum BFS: 44 mm St. Dev: 2.69118 mm (Pass - No BFS greater than 44 mm)												

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Threat 1 - Conditioned Armor

Ammunition: .357 SIG 125/FMJ

Test Velocity: 1410 ± 30 ft/s

Conditioning: Conditioned

Shot Number	Sample 21 Size: C-5				Sample 22 Size: C-1												
	Front Panel		Back Panel		Front Panel		Back Panel										
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1381	0	25		1383	0	26		1412	0	29		1382	0	27		
2	1422	0	30		1425	0	36		1435	0	31		1394	0	28		
3	1422	0	30		1423	0	31		1411	0	28		1424	0	30		
4	1431	0			1408	0			1424	0			1428	0			
5	1421	0			1415	0			1428	0			1421	0			
6	1433	0			1423	0			1410	0			1421	0			
7																	
8																	
Summary:		Perforations: 0 (Pass)				Perforations: 0 (Pass)				Perforations: 0 (Pass)				Perforations: 0 (Pass)			
		Maximum BFS: 36 mm (no requirement)				Maximum BFS: 36 mm (no requirement)				Maximum BFS: 31 mm (no requirement)				Maximum BFS: 31 mm (no requirement)			

Threat 2 - Conditioned Armor

Ammunition: .44 Mag 240/SJHP

Test Velocity: 1340 ± 30 ft/s

Conditioning: Conditioned

Shot Number	Sample 23 Size: C-5				Sample 24 Size: C-1												
	Front Panel		Back Panel		Front Panel		Back Panel										
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	BFS (mm)	Note	
1	1329	0	34		1311	0	37		1348	0	41		1342	0	38		
2	1343	0	36		1320	0	39		1343	0	35		1358	0	46		
3	1344	0	46		1325	0	36		1333	0	37		1360	0	41		
4	1350	0			1321	0			1346	0			1329	0			
5	1322	0			1323	0			1348	0			1339	0			
6	1341	0			1334	0			1342	0			1331	0			
7																	
8																	
Summary:		Perforations: 0 (Pass)				Perforations: 0 (Pass)				Perforations: 0 (Pass)				Perforations: 0 (Pass)			
		Maximum BFS: 46 mm (no requirement)				Maximum BFS: 46 mm (no requirement)				Maximum BFS: 46 mm (no requirement)				Maximum BFS: 46 mm (no requirement)			

Overall P-BFS Summary

Perforations: <u>This requirement is for all P-BFS tested samples - New and Conditioned</u>	
0 This armor model meets the perforation performance requirements of NIJ Standard-0101.06 Section 7.8.8.	
Backface Signature: <u>This requirement is for New armors only</u>	
Maximum BFS: <u>44 mm</u>	This armor model meets the BFS performance requirements of NIJ Standard-0101.06 Section 7.8.8 Item a.

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ammunition: .357 SIG 125/FMJ Threat 1 - New Armor Test Velocity: 1470 ± 30 ft/s Conditioning: New

Shot Number	Sample 11			Sample 11			Sample 12			Sample 12			Sample 13		
	Front	Panel	Remarks	Back	Panel	Remarks	Front	Panel	Remarks	Back	Panel	Remarks	Front	Panel	Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1488	0		1462	0		1462	0		1479	0		1483	0	
2	1609	0		1588	0		1661	0		1638	0		1548	0	
3	1732	0		1677	0		1717	0		1722	0		1656	0	
4	1791	0		1750	0		1793	0		1787	1		1763	0	
5	1865	1		1818	0		1867	0		1706	0		1824	0	
6	1791	0		1900	0		1933	0		1742	0		1904	1	
7	1841	1		1987	1		2003	1		1793	0		1861	0	
8	1815	0		1905	1		1913	1		1857	0		1903	1	
9	1849	0		1813	0		1837	0		1902	0		1865	0	
10	1905	1		1891	1		1883	0		1964	1		1900	0	
11	1861	1		1837	0		1945	0		1899	1		1959	1	
12	1802	0		1887	0		1819	0		1870	0		1905	0	
13															
14															
15															

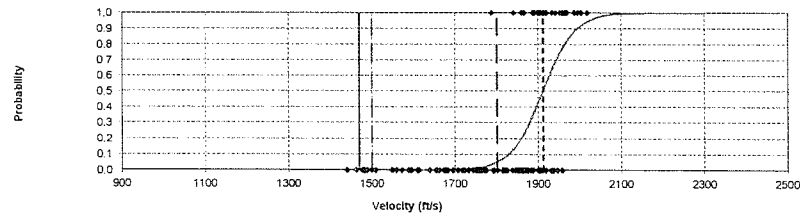
Shot Number	Sample 13			Sample 14			Sample 14			Sample 15			Sample 15		
	Back	Panel	Remarks	Front	Panel	Remarks	Back	Panel	Remarks	Front	Panel	Remarks	Back	Panel	Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1508	0	V out of Range	1479	0		1498	0		1482	0		1476	0	
2	1440	0		1571	0		1612	0		1594	0		1559	0	
3	1593	0		1654	0		1673	0		1678	0		1681	0	
4	1695	0		1759	0		1756	0		1759	0		1754	0	
5	1774	0		1845	0		1815	0		1854	0		1864	0	
6	1817	0		1930	0		1952	1		1937	0		1957	1	
7	1874	0		1996	1		1873	0		2017	1		1876	0	
8	1969	1		1918	0		1910	0		1942	1		1933	1	
9	1818	0		1967	1		1968	1		1887	0		1862	0	
10	1962	1		1920	1		1910	1		1918	1		1920	1	
11	1902	0		1859	0		1853	0		1867	0		1887	1	
12	1957	0		1910	0		1910	1		1930	0		1859	1	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable  
 Perforations (Complete Penetrations): 32 Acceptable  
 Stops (Partial Penetrations): 88 Acceptable  
 Perforations below 1500 ft/s: 0 Acceptable

Regression Analysis  
 Regression Model: Logistic

Estimated V50: 1912 ft/s  
 Estimated V05: 548.8 m/s (1801) ft/s  
 Probability of perforation at NIJ reference velocity (1470 ft/sec): 0.00% Acceptable

Test Data and Regression Model



• Test Data  
 — V Ref.  
 - - V Test +30  
 — Est. Response  
 - - - Est. V50  
 — Est. V05

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Ammunition: 44 Mag 240/SJHP Threat 2 - New Armor Test Velocity: 1430 ± 30 ft/s Conditioning: New

Shot Number	Sample 16			Sample 16			Sample 17			Sample 17			Sample 18		
	Front	Panel	Remarks	Back	Panel	Remarks	Front	Panel	Remarks	Back	Panel	Remarks	Front	Panel	Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1431	0		1455	0		1445	0		1448	0		1451	0	
2	1520	0		1534	0		1534	0		1517	0		1517	0	
3	1598	0		1606	0		1620	0		1517	0		1590	0	
4	1690	0		1666	1		1661	0		1642	0		1661	0	
5	1734	1		1623	0		1745	0		1718	0		1756	0	
6	1671	0		1654	0		1843	1		1815	1		1851	0	MAX LOAD
7	1696	0		1706	1		1761	0		1710	0		1845	1	
8	1813	1		1660	0		1825	0	MAX LOAD	1760	0		1817	1	
9	1733	1		1688	0		1819	1		1867	1		1709	0	
10	1670	0		1742	0		1803	1		1745	1		1763	0	
11	1722	1		1765	0		1706	1		1737	1		1859	0	
12	1659	0		1839	1		1671	0		1688	1		1870	1	
13															
14															
15															

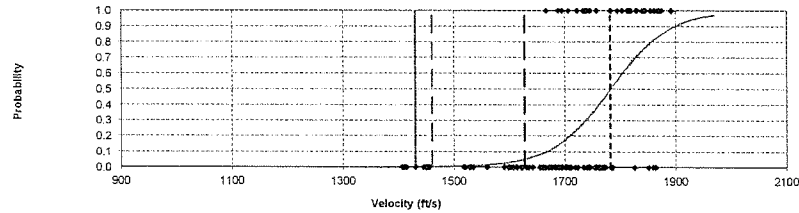
  

Shot Number	Sample 18			Sample 19			Sample 19			Sample 20			Sample 20		
	Back	Panel	Remarks	Front	Panel	Remarks	Back	Panel	Remarks	Front	Panel	Remarks	Back	Panel	Remarks
	Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)		Avg. Vel. (ft/sec)	Perf (Y=1/N=0)	
1	1410	0		1414	0		1431	0		1406	0		1454	0	
2	1520	0		1528	0		1530	0		1559	0		1602	0	
3	1606	0		1656	0		1613	0		1665	0		1631	0	
4	1702	0		1701	0		1665	0		1630	0		1681	0	
5	1770	0		1830	1		1744	1		1677	0		1783	0	
6	1892	1		1706	0		1693	0		1693	0		1674	1	
7	1773	0		1786	0		1740	1		1828	1		1744	0	
8	1864	0		1839	1		1674	0		1695	1		1767	0	
9	1891	1		1758	1		1740	0		1635	0		1854	1	
10	1861	1		1710	0		1756	0		1665	0		1783	1	
11	1754	0		1794	1		1862	1		1690	0		1723	0	
12	1851	0		1696	0		1781	1		1734	0		1773	0	
13															
14															
15															

Summary: Total Usable Shots: 120 Acceptable  
 Perforations (Complete Penetrations): 35 Acceptable  
 Stops (Partial Penetrations): 85 Acceptable  
 Perforations below 1460 ft/s: 0 Acceptable

Regression Analysis  
 Regression Model: Logistic  
 Estimated V50: 1782 ft/s  
 Estimated V05: 495.9 m/s (1627) ft/s  
 Probability of perforation at NIJ reference velocity (1430 ft/sec): 0.13% Acceptable

Test Data and Regression Model



• Test Data  
 — V Ref.  
 - - - Est. V50  
 — Est. Response

NATIONAL INSTITUTE OF JUSTICE  
COMPLIANCE TEST REPORT

Threat 1 - Conditioned Armor

Ammunition: .357 SIG 12S/IFMJ  
Test Velocity: 1410 ± 30 ft/s Cond: Conditioned

Shot Number	Sample 25			Sample 25		
	Front	Panel	Perf	Back	Panel	Perf
	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)
1	1425	0		1421	0	
2	1600	0		1538	0	
3	1668	0		1726	0	
4	1729	0		1815	0	
5	1850	1		1892	1	
6	1791	1		1830	0	
7	1641	0		1828	0	
8	1770	0		1897	1	
9	1804	1		1862	0	
10	1727	1		1925	1	
11	1641	0		1865	1	
12	1715	0		1779	1	
13						
14						
15						

<b>Summary:</b>			
Total Usable Shots:	24	Acceptable	
Perforations (CP):	9		
Stops (PP):	15		
Perforations below 1440 ft/s:	0	Acceptable	
Estimated V50: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> 1807 ft/s			

Threat 2 - Conditioned Armor

Ammunition: .44 Mag 240/SJHP  
Test Velocity: 1340 ± 30 ft/s Cond: Conditioned

Shot Number	Sample 26			Sample 26		
	Front	Panel	Perf	Back	Panel	Perf
	Avg. Vel. (ft/sec)		(Y=1/N=0)	Avg. Vel. (ft/sec)		(Y=1/N=0)
1	1336	0		1351	0	
2	1441	1		1477	0	
3	1361	0		1580	1	
4	1390	0		1510	0	
5	1484	0		1566	1	
6	1544	0		1528	0	
7	1610	0		1590	1	
8	1668	1		1496	0	
9	1608	1		1598	0	
10	1559	0		1633	1	
11	1615	1		1599	0	
12	1568	0		1649	1	
13						
14						
15						

<b>Summary:</b>			
Total Usable Shots:	24	Acceptable	
Perforations (CP):	9		
Stops (PP):	15		
Perforations below 1370 ft/s:	0	Acceptable	
Estimated V50: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> 1584 ft/s			

Overall Ballistic Limit Summary

Perforations below Vref + 30 ft/sec:	0	This requirement is for all Ballistic Limit tested samples - New and Conditioned
This armor model meets the low perforation velocity performance requirements of NIJ Standard-0101.06 Section 7.9.5.		
Probability of perforation at the P-BFS reference velocity		This requirement is for New armors only
Threat 1:	0.00%	
Threat 2:	0.13%	
This armor model meets the estimated V0S performance requirements of NIJ Standard-0101.06 Section 7.9.5.		

Compliance Test Report revision NIJ0101 2-20 (2012-12-10) / MS Excel version 15.0 / Operating System version Windows (32-bit) NT 6.01



BOONE COUNTY, MISSOURI  
Request for Bid #: 59-11NOV15 – Ballistic/Stab Combo Resistant Body Armor

**ADDENDUM # 2 - Issued October 29, 2015**

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

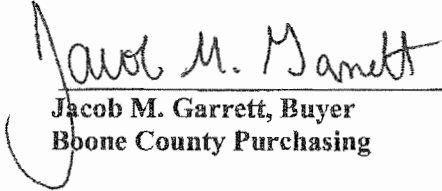
Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

1) The County has received the following question and is providing the response below:

- a. **Question:** If our company has a ballistic pack that meets or exceeds the requirements in the solicitation but does not contain Kevlar, would a substitution be considered?

**Response:** Yes. A substitution of equal quality is fine.

By:

  
\_\_\_\_\_  
Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum # 2** to Request for Bid# 59-11NOV15 - *Ballistic/Stab Combo Resistant Body Armor*, for Boone County receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_

RFB #: 59-11NOV15

10/29/15



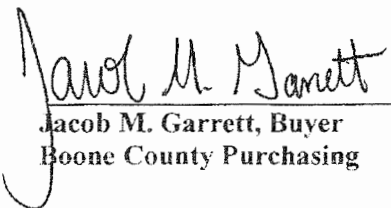
BOONE COUNTY, MISSOURI  
Request for Bid #: 59-11NOV15 – *Ballistic/Stab Combo Resistant Body Armor*

**ADDENDUM #1** - Issued October 27, 2015

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

Specifications for the above noted Request for Bid and the work covered thereby are herein modified as follows, and except as set forth herein, otherwise remain unchanged and in full force and effect.

- 1) **The closing date has been changed from November 11<sup>th</sup>, 2015 to November 10<sup>th</sup>, 2015 at 1:30 P.M.**

By:   
Jacob M. Garrett, Buyer  
Boone County Purchasing

OFFEROR has examined **Addendum #1** to Request for Bid# *59-11NOV15 - Ballistic/Stab Combo Resistant Body Armor*, for Boone County receipt of which is hereby acknowledged:

Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative Printed Name: \_\_\_\_\_



*Request For Bid (RFB)*

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

***Jacob M. Garrett, Buyer***  
573-886-4393 - FAX 573-886-4390  
Email: JGarrett@boonecountymo.org

---

***Bid Data***

Bid Number: **59-11NOV15**  
Commodity Title: **Ballistic/Stab Combo Resistant Body Armor**

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

---

***Bid Submission Address and Deadline***

Day / Date: **WEDNESDAY, NOVEMBER 11, 2015**  
Time: **1:30 PM (Bids received after this time will be returned unopened)**  
Location / Mail Address: **Boone County Purchasing Department  
Boone County Annex Building  
613 E. Ash Street Rm 111  
Columbia, MO 65201**  
  
Directions: The Boone County Annex Building is located at corner of 7<sup>th</sup> & Ash Street.

---

***Bid Opening***

Day / Date: **WEDNESDAY, NOVEMBER 11, 2015**  
Time: **1:30 PM (Bids received after this time will be returned unopened)**  
Location / Address: **Boone County Annex Building Conference Room  
613 E. Ash Street  
Columbia, MO 65201**

---

***Bid Contents***

- 1.0: **Introduction and General Terms and Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**  
**Work Authorization Certification**  
**Debarment Form**  
**Certification of Individual Bidder**  
**Individual Bidder Affidavit**  
**Standard Terms and Conditions**  
**"No Bid" Form**



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

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses, which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:  
*Purchasing* - The Purchasing Department, including its Purchasing Director and staff.  
*Department/s or Office/s* - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.  
*Designee* - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.  
*Bidder* - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.  
*Contractor* - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.  
*Supplier* - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidders failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to compare the lowest bid received with the current State contract pricing, and award in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:  
**1)** the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
  - 3) the provisions of the Bidder's Response.
- 1.6. **CONTRACT PERIOD** - Any Term and Supply Contract period resulting from this Bid will have an initial term from date of award through December 31, 2016, and may be automatically renewed for an additional three (3) years unless canceled by Purchasing Director in writing prior to a renewal term.
- 1.7. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** - Bidder agrees to be bound by the County's standard "boilerplate" terms and conditions for Contracts, a sample of which is attached to this Bid.

**2. Primary Specifications**

- 2.1. **ITEMS TO BE PROVIDED** – Boone County, hereafter referred to as “County”, proposes to contract with an individual(s) or organization(s), hereinafter referred to as “Contractor” for the furnishing of Ballistic/Stab Combo Resistant Body Armor as specified below for the Boone County Corrections Department.
- 2.1.1. **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.
- 2.2. **SCOPE – Ballistic/Stab Combo Resistant Body Armor: Level IIIA, NIJ 0101.06 Spike 3 -0115.00**
- 2.2.1. This product specification details the style and quality of stab resistant body armor intended for use by members of this agency. The vests shall be worn comfortably while concealed under a uniform shirt. All vests shall provide protection against labeled stab penetration while reducing resultant blunt trauma and vest distortion to acceptable levels. The successful vendor shall be required to supply the individual vests with applicable options and colors as ordered for all personnel.
- 2.2.2. The vest must include an extra carrier.
- 2.3. **SCOPE OF SPECIFICATIONS**
- 2.3.1. Commercially accepted practices shall apply to any detail not covered in this specification and to any omission of this specification. Any omission or question of interpretation of the specification which affects the performance or integrity of the stab/ballistic resistant body armor being offered shall be addressed in writing and submitted with the bid.
- 2.4. **PURCHASE REQUIREMENTS**
- 2.4.1. The successful bidder must be a recognized wholesaler/retailer, which maintains a convenient location for measurement, fitting and service during regular business hours Monday through Friday. Any manufacturers, which bid direct, must include a service proposal as to how measuring, re-works, and customer service will be maintained without local distribution. Direct bids from manufacturers which do not contain a detailed service proposal may be rejected. At a minimum, once a request is placed by the Sheriff Department requesting a measuring appointment, the phone call or e-mail must be returned within 24 hours to set an appointment and the appointment must be scheduled within seven (7) working days or by an agreed date between County and Contractor. The successful bidder should allow two officers from the Sheriffs Department to have a 30 Day trial of their vest choice and be fully fitted for the vest trial.
- 2.5. **SPECIFIC QUANTITY**
- 2.5.1. The agency has the right to determine quantity, if not otherwise specified in the procurement document. Of the total quantity purchased, both male and female products will be represented. The department retains the right to adjust the total quantities, while maintaining the accepted bid price, without notification to vendor. The term of the contract, including extensions, and/or escalation clauses, shall be stated in the bid document.
- 2.6. **STAB RESISTANT MATERIAL AND PANEL CONSTRUCTION**
- 2.6.1. Kevlar Correctional™ – Each stab resistant panel shall consist of 17 layers of premium grade 70x70, 200 denier Kevlar Correctional™ Aramid material with a normal weight of 3.8 oz/square yard.
- 2.6.2. Kevlar Needled Punch Felted Fabric – Each ballistic panel shall contain one (1) layer of Kevlar needle punched felt with a nominal weight of 9.18 oz/square yard.
- 2.6.3. Stab Resistant Panel (Nylon, Day Glow Orange) – 200 denier, type 6.6 nylon fabric, with a minimal pick count of 60x50, and nominal weight of 3 oz. per square yard, including a water-repellant urethane coating.
- 2.6.4. Weight – The seventeen (17) layers as specified shall have a nominal weight of .45 oz. In a 12 x

12 (one square foot) section, taking into account the material manufacturer's weight tolerances.

2.7. **ICE PICK TESTING**

2.7.1. Test Procedure – This vest shall be in compliance with and certified by NIJ Standard 0115.00. For any given protection level, the test protocol requires the knife blade or spike to impact the armor test sample at two distinct energy levels. A maximum blade or spike penetration of 7mm (0.28 in) is allowable. The penetration limit was determined through research indication that internal injuries to organs would be extremely unlikely at 7mm (0.28 in) of penetration.

2.7.2. The test protocol then requires an over test condition where the knife blade or spike kinetic energy is increased by 50%. At this higher test, a maximum blade or spike penetration of 20mm (0.79 in) is allowable. This over test is required to ensure that there is an adequate margin of safety in the armor design.

2.8. **WARRANTY**

2.8.1. The outer shell of the vest shall be warranted to be free from any defects in material or workmanship for twenty-four (24) months from date of first use. The stab and ballistic resistant panels shall be warranted for five (5) years from date of first use. Copy of manufacturer's warranty registration card should be enclosed with bid.

2.9. **ADJUSTMENTS AND ALTERATIONS**

2.9.1. The vendor must repair or replace all vests that become unserviceable because of manufacturing defects during the warranty period.

2.10. **INSPECTION OF BODY ARMOR AFTER DELIVERY**

2.10.1. All soft body armor purchased by the Department will be subject to visual inspection.

2.11. **QUALITY ASSURANCE**

2.11.1. The vendor shall submit a quality assurance program to include the receipt, testing, and serialization of both stab resistant fabric and stab resistant packages. Failure to submit detailed quality control procedures may be cause for rejection.

2.12. **PROOF OF STABILITY**

2.12.1. The low bidder must disclose all legal claims, current and pending, which have been made against the manufacturer. Failure to disclose the nature of the claims, along with the name(s) of the agencies involved in the suits, may be cause for rejection of the low bidder.

2.13. **PRODUCT LIABILITY INSURANCE**

2.13.1. Vest manufacturer shall agree to provide a minimum of \$20,000,000 product liability insurance coverage on delivered vests.

2.14. **PACKAGING**

2.14.1. All soft body armor shall be packaged and shipped consistent with good commercial practices.

2.14.2. Plastic Bags: Each set of armor, along with its optional equipment, shall be placed in an individual plastic bag.

2.14.3. Shipping Cartons: The soft body armor shall be packed into suitable corrugated cardboard box. The box shall allow for normal shipping without damage to the soft body armor.

2.14.4. All soft body armor shall be packaged and shipped consistent with good commercial practices.

2.15. **DOCUMENTATION**

2.15.1. The following documents, certifications, test-reports and samples must be included with the vendor's bid. Where one manufacturer is bidding through multiple vendors, the manufacturer may submit the appropriate paperwork on behalf of all vendors. Failure to submit the following shall be cause for rejection:

2.15.1.1. Manufacturers bidding direct must include a service proposal as to how measuring, alterations and customer service will be maintained without local distribution.

2.15.1.2. NIJ 0115.00 Certification and test reports from an accredited laboratory.

2.15.1.3. Quality Control Procedures.

- Incoming materials
- Lay-up configuration
- In-process configuration
- Testing verification
- Ability to trace serial numbers

- Inspection of ballistic panel stitching
  - Random final product inspection and continuous in-process surveillance
  - Quality Assurance training and indoctrination Quality Control Procedures.
- 2.15.1.4. Product Liability Insurance providing a minimum coverage of \$20,000,000.
- 2.15.1.5. Documentation stating a 5-year ballistic package warranty.
- 2.15.1.6. Documentation stating a 24-month cover warranty.
- 2.16. **Or Equal:** Bidders are to bid as specified herein or bid an approved equal. Determination of equality is solely Boone County's responsibility.
- 2.17. **DESIGNEE** – Boone County Sheriff's Department, Jenny Atwell, 2121 County Drive, Columbia, MO 65202.
- 2.17.1. **Contact** - Jacob M. Garrett, Buyer, 613 E. Ash Street, Room 111, Columbia, MO 65201.  
Telephone (573) 886-4393 or Facsimile (573) 886-4390 or Email: [JGarrett@boonecountymo.org](mailto:JGarrett@boonecountymo.org)
- 2.18. **DELIVERY** – Boone County Sheriff Department, 2121 County Drive, Columbia, MO 65202.
- 2.18.1. **Delivery Terms:** FOB Destination – Inside Delivery - Delivery shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
- 2.18.2. The County of Boone reserves the right to accept or reject any and all bids in the best interest of the County.

3. **Response Presentation and Review**

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's 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." 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. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may also be viewed on our web page [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, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 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** - The County reserves 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** - The County reserves 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** - The County's 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 submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

Department

4. **Response Form**

- 4.1. Company Name: \_\_\_\_\_
- 4.2. Address: \_\_\_\_\_
- 4.3. City/Zip: \_\_\_\_\_
- 4.4. Phone Number: \_\_\_\_\_
- 4.5. Fax Number: \_\_\_\_\_
- 4.6. E-Mail Address: \_\_\_\_\_
- 4.7. Federal Tax ID: \_\_\_\_\_

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

4.8. **PRICING**

	<u>Unit Price</u>	<u>Quantity</u>	<u>Extended Total</u>
4.8.1. Ballistic/Stab Combo Resistant Body Armor Level NIJ IIIA – Ballistic & Spike 3 with an extra carrier for a total of two (2) carriers.	\$ _____	17	\$ _____
4.8.1.1. Brand: _____			
4.8.1.2. Model: _____			

4.8.2. Ballistic/Stab Combo Resistant Body Armor Point Blank Level NIJ IIIA – Ballistic & Spike 3 –30 Day Demo Trail		2	
--	--	---	--

4.9. **RENEWALS**

- 4.9.1. Maximum Increase 1<sup>st</sup> Renewal Period \_\_\_\_\_ %
- 4.9.2. Maximum Increase 2<sup>nd</sup> Renewal Period \_\_\_\_\_ %
- 4.9.3. Maximum Increase 3<sup>rd</sup> Renewal Period \_\_\_\_\_ %

**PLEASE REMEMBER TO ATTACH 3 COPIES OF YOUR RESPONSE INFORMATION AND ANY OTHER REQUIRED BID SUBMISSION ITEMS.**

4.10. Delivery ARO: \_\_\_\_\_

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

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

4.12.1. Authorized Representative (Sign By Hand):

\_\_\_\_\_ Date: \_\_\_\_\_  
4.12.2. Print Name and Title of Authorized Representative

\_\_\_\_\_



## 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.dhs.gov/xprevprot/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm)

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 *E-Verify Memorandum of Understanding* that you completed when enrolling. The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

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*.



**(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

**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





*Standard Terms and Conditions*

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

**Jacob M. Garrett**, Buyer  
Phone: 573-886-4393 - FAX 573-886-4390

---

**STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI**

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.

13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Boone County Purchasing  
Jacob M. Garrett  
Buyer



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

---

**“NO BID” RESPONSE FORM**

NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WISH 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. The reverse side of the form is pre-addressed, so that it can be folded in thirds, sealed with tape, and mailed. *If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.*

If you have questions, please call the Purchasing Office at (573) 886-4393. Thank you for your cooperation.

Bid Number **59-11NOV15 - Ballistic/Stab Combo Resistant Body Armor**

_____	_____
(Business Name)	(Date)
_____	_____
(Address/P.O. Box)	(Telephone)
_____	_____
(City, State, Zip)	(Contact)

REASON(S) FOR NOT SUBMITTING A BID:

---

---

---

---

---

---



# CERTIFIED COPY OF ORDER

June Session of the April Adjourned

Term. 20 16

STATE OF MISSOURI }  
County of Boone } ea.

In the County Commission of said county, on the 14th day of June 20 16

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

Now on this day the County Commission of the County of Boone does hereby approve the utilization of the City of Columbia Term and Supply Cooperative Contract 44/2016 for Earth Moving Maintenance, Repair, Replacement and New Construction Services as follows:

**Primary Contractor**

Rick Richardson Excavating

**Secondary Contractor**

C.L. Richardson Construction Co., Inc

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

Done this 14th day of June, 2016.

ATTEST:

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

Daniel K. Atwill  
Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller  
Karen M. Miller  
District I Commissioner

Janet M. Thompson  
Janet M. Thompson  
District II Commissioner

282-2016

# Boone County Purchasing

**Phil Fichter**  
Buyer



613 E. Ash Street, Room 113  
Columbia, MO 65201  
Phone: (573) 886-4392  
Fax: (573) 886-4390

---

## MEMORANDUM

**TO:** Boone County Commission  
**FROM:** Phil Fichter  
**DATE:** June 6, 2016  
**RE:** Cooperative Contract 44/2016 Earth Moving Maintenance, Repair,  
Replacement and New Construction Services

Attached is Term and Supply Cooperative Contract utilizing the City of Columbia Cooperative Contract 44/2016 Earth Moving Maintenance, Repair, Replacement and New Construction Services with Rick Richardson Excavating of Hartsburg, MO as Primary Contractor and C.L. Richardson Construction Co., Inc of Ashland, MO as Secondary Contractor. This contract is in effect through March 31, 2017 and has four (4) additional, one-year renewal.

**cc:** Kelle Wescott, Resource Management  
Chet Dunn, Public Works  
Contract File

**PURCHASE AGREEMENT  
FOR  
EARTH MOVING SERVICES  
PRIMARY CONTRACTOR  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of June 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **Rick Richardson Excavating.**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **earth moving services** in compliance with all bid specifications and any addendum issued for the **City of Columbia, Request for Quote number 44/2016** as well as Boone County Standard Terms and Conditions, insurance requirements, Annual Wage Order No. 22, and Work Authorization. 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 and the **City of Columbia Request for Quote number 44/2016** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through March 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for one **(4) additional one year periods** subject to the pricing clauses in the Contractor's bid response and thereafter 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 after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with earth moving services. Earth moving services will 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 County.

4. **Billing and Payment** - All billing shall be invoiced separately to each Boone County ordering department. Departments include Resource Management, Public Works and Facilities Maintenance. Billing may only include prices of items ordered and no additional fees, extra services or taxes shall be included. The County agrees to pay all correct monthly statements within thirty days of receipt. Billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial

Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #22** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

**6. OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

**7. Transient Employers** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

**8. Overhead and 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.

**9. 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.

10. **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.

11. **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.

12. **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 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.

**RICK RICHADSON EXCAVATING**

by *Rick Richardson*  
title VP/Administrator

**BOONE COUNTY, MISSOURI**

by: Boone County Commission  
*Daniel K. Atwill*  
Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

by: *B. Bruce*  
County Counselor

ATTEST:

*Wendy S. Noren*  
Wendy S. Noren, County Clerk

**AUDITOR CERTIFICATION**

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

*Jane E. Pitchford*  
Signature

6/6/16  
Date

Term and Supply  
No Encumbrance Required  
Appropriation Account

## STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices

AK

Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

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

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.



**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Rick Richardson

as Principal, hereinafter called Contractor, and Rick Richardson Excavating

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

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**CONTRACT NUMBER 44/2016  
EARTH MOVING SERVICES  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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

\_\_\_\_\_



**AFFIDAVIT 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)

Ambra Richardson VP of the (name of company)

Rick Richardson Excavating (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\_\_\_\_.

Ambra Richardson

Signature

Subscribed and sworn to me this 2nd day of June, 2014.

My commission expires Jan 27, 2019.

Donna L. Zumwalt  
Notary Public

DONNAL. ZUMWALT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
County of Boone  
My Commission Expires 1/27/2019  
Commission # 15441843

RETURN AT CLOSE OF PROJECCT





**CITY OF COLUMBIA  
PURCHASING DIVISION**

Michelle Sorensen, CPPB, Procurement Officer  
701 E Broadway, 5<sup>th</sup> Floor  
COLUMBIA, MO. 65201  
Phone: (573) 874-6317  
[Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)

April 4, 2016

**NOTIFICATION OF AWARD - CITY OF COLUMBIA**

**CONTRACT FOR: Earth Moving Maintenance, Repair, Replacement and New  
Construction Services - PRIMARY**

**Contract Period is April 1, 2016 through March 31, 2017**

Your firm has been awarded the contract herein in response to our recent Request for Quote Term & Supply. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

CONTRACT NUMBER	ITEMS AWARDED	VENDOR NAME
44/2016	See Attached	Rick Richardson Excavating 15551 S James Sapp Road Hartsburg, MO 65039 Attn: Ambra Richardson Phone: 573-657-2109 Fax: Email: <a href="mailto:ambric73@yahoo.com">ambric73@yahoo.com</a>

Notes from Procurement Officer:  
Michelle Sorensen, CPPB  
Buyer/Purchasing  
573-874-6317

cc: Mike Snyder, Gabe Huffington, Dave Eagle

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

Rick Richardson Excavating - PRIMARY

UOM QTY

				Year 1	Year 2	Year 3	Year 4	Year 5
1	Mobilization - from "home" location	LS	1	\$175.00 for Komatsu PC-200 CAT 06R Dozer(no charge for others)				
2	State Wage Order - Straight Time Indicate rate per hour for operator and equipment. - Dozer	Per Hour	1	\$110.00				
3	State Wage Order - Straight Time Indicate rate per hour per operator and equipment - Motor Grader	Per Hour	1	\$100.00				
4	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Skidsteer	Per Hour	1	\$75.00				
5	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Excavator	Per Hour	1	\$110.00				
6	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Track Loader	Per Hour	1	\$100.00				
7	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Scraper	Per Hour	1	\$110.00				
8	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Mini Excavator	Per Hour	1	\$75.00				
9	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Tractors	Per Hour	1	\$75.00				



CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

Rick Richardson Excavating - PRIMARY				Year 1	Year 2	Year 3	Year 4	Year 5
	UOM	QTY						
10	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Welders	Per Hour	1	\$75.00				
11	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Sheeps Footroller	Per Hour	1	\$25.00				
12	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - 14 Yd Dump Truck	Per Hour	1	\$100.00				
13	State Wage Order - Overtime Indicate rate per hour for operator and equipment. - Dozer	Per Hour	1	same/no extra				
14	State Wage Order - Overtime Indicate rate per hour per operator and equipment - Motor Grader	Per Hour	1	same/no extra				
15	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Skidsteer	Per Hour	1	same/no extra				
16	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Excavator	Per Hour	1	same/no extra				
17	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Track Loader	Per Hour	1	same/no extra				
18	State Wage Order - Overtime Indicate rate per hour per operator and equipment. -Scraper	Per Hour	1	same/no extra				
19	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Tractor	Per Hour	1	same/no extra				

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

Rick Richardson Excavating - PRIMARY				Year 1	Year 2	Year 3	Year 4	Year 5
		UOM	QTY					
20	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Welder	Per Hour	1	same/no extra				
21	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Sheeps Foot Roller	Per Hour	1	same/no extra				
22	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Dump Truck	Per Hour	1	same/no extra				
23	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1					
24	State Wage Order -Emergency, Holiday and Weekends Indicate rate per hour for operator and equipment. - Dozer	Per Hour	1	same/no extra				
25	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment - Motor Grader	Per Hour	1	same/no extra				
26	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. Skidsteer	Per Hour	1	same/no extra				
27	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. Excavator	Per Hour	1	same/no extra				
28	State Wage Order -Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Track Loader	Per Hour	1	same/no extra				

CITY OF COLUMBIA, MO  
REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

Rick Richardson Excavating - PRIMARY				Year 1	Year 2	Year 3	Year 4	Year 5
	UOM	QTY						
29	State Wage Order -Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Scraper	Per Hour	1	same/no extra				
30	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Tractor	Per Hour	1	same/no extra				
31	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Welder	Per Hour	1	same/no extra				
32	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Sheep Foot Roller	Per Hour	1	same/no extra				
33	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Dump Truck	Per Hour	1	\$150.00				
34	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1					
35	Are you willing to accept an award as a primary and/or Secondary Contractor	Yes/No		Yes				

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

Rick Richardson Excavating - PRIMARY UOM QTY

			Year 1	Year 2	Year 3	Year 4	Year 5
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City.	# of Days	3 - Primary Longer for Secondary				



## 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 Roy Richardson Excavating (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: 766682

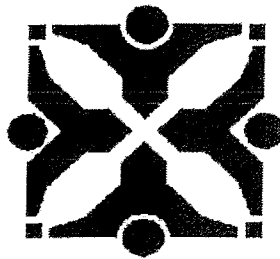
**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Rick D Richardson  
Phone Number (573) 356 - 3602  
Fax Number  
Email Address ambri73@yahoo.com

6572158

CITY OF COLUMBIA  
REQUEST FOR QUOTATION

**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**



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

PROJECT MANAGER:  
TONEY LOWERY  
SENIOR PARKS PLANNER  
573-874-7537

PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER  
573-874-6317

**REQUEST FOR QUOTATION # 44/2016**  
**CLOSING DATE: 2:00 pm, CST, February 16, 2016**



## TABLE OF CONTENTS

# EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION SERVICES

## TERM & SUPPLY

Bidding Information  
Notice to Bidders  
Bid Response information  
DBE  
Subcontracting  
Prevailing Wage  
Executive Order 12549 Regarding Debarment and Suspension  
Certification of Non-Resident/Foreign Contractors  
Non Collision  
Addendum(s)  
Validity of Bids  
Permits  
Work Authorization and Everify  
Statement of Bidders Qualifications  
Instructions To Bidders  
Reserves Rights/Awards

## EXHIBITS

- (A) Missouri Division of Labor Standards Annual Wage Order - #22
- (B) Everify/Work Authorization Affidavit
- (C) Statement of Bidders Qualifications

## APPENDIX

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

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

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

*Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [mdsorens@gocolumbiamo.com](mailto:mdsorens@gocolumbiamo.com).*



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTICE TO BIDDERS**  
**EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION**  
**SERVICES**  
**TERM & SUPPLY**  
**RFQ# 44/2016**

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, February 16, 2016 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** There will be no pre-bid conference but bidders are welcome to call the Procurement Officer with any questions concerning this bid: Michelle Sorensen, Procurement Officer, 573-874-6317.

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding: A Bid Bond It not required**

**Performance and Materials Bond:** On award of the contract, the successful contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

Michelle Sorensen, Procurement Officer

**BID RESPONSE  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES**

**TERM & SUPPLY**

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

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

**SECTION I**

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

**Scope of Work**

The City of Columbia's Parks and Recreation Department is seeking bids to provide heavy equipment services and operator at an hourly rate. The City usually has multiple projects where rough and final earthwork is required. Equipment which may be needed to perform this work includes but is not limited to:

- Dozer
- Motor Grader
- Skidsteer Loader
- Excavator
- Track Loader and/or Scraper
- Mini Excavator

Typical projects include:

- General site grading from ½ acre to fifteen acres
- Ballfields with precise grades
- Building, road and parking lot base preparation including the installation of base rock and roll stone
- Six to twelve foot wide walks and trails typically to ADA standards
- Construction and renovation of ponds, lakes, wetlands and dams
- Installation of stormwater pipe, inlets and flares
- Construction of stormwater BMPs (within a project and as standalone items) such as rock checks, berms swales and detention/retention traps

All materials will be furnished by the City of Columbia. Examples include: rock, pipe, culverts, geotextile fabric, etc.

Projects shall be completed to level where Department or other contractors may begin work with a minimum of finish grading.

Projects may be located throughout the City of Columbia. It is estimated that a minimum of 200 hours of earthwork will be required on projects. Successful bidder will be required to submit work estimates and time availability to begin work as projects are presented.

Parks and Recreation typically has multiple development projects occurring at the same time. Project Managers for each project will coordinate schedules with the awarded contractor(s). A project schedule with upcoming projects will typically be provided as far in advance as possible. However, at times priorities may change and the contractor(s) will need to mobilize to another project site.

Work may be performed on a site that is open to the public and may be heavily visited by the public. Equipment, any construction materials and any maintenance materials must be left in a manner that will be safe for the public. Note that work around the public may be necessary at times. Daily cleanup of any trash or discarded materials is required.

If the Contractor fails to clean up during construction or at the completion of the work, the City of Columbia Parks and Recreation Department may do so and the cost thereof shall be charged to the contractor.

Evaluation will be based on qualifications, equipment offered, references, response time and pricing.

The City anticipates awarding this contract to a primary and a secondary contractor.

Contract may be utilized by all departments within the City of Columbia with projects located throughout the City.

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Mobilization - from "home" location	LS	1	
2	Indicate rate per hour for operator and equipment. - Dozer	Straight Time	1	
3	Indicate rate per hour per operator and equipment - Motor Grader	Straight Time	1	
4	Indicate rate per hour per operator and equipment. - Skidsteer	Straight Time	1	
5	Indicate rate per hour per operator and equipment. - Excavator	Straight Time	1	
6	Indicate rate per hour per operator and equipment. - Track Loader	Straight Time	1	
7	Indicate rate per hour per operator and equipment. - Scraper	Straight Time	1	
8	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
9	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
10	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
11	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
12	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
13	Indicate rate per hour for operator and equipment. - Dozer	Overtime	1	
14	Indicate rate per hour per operator and equipment - Motor Grader	Overtime	1	
15	Indicate rate per hour per operator and equipment. - Skidsteer	Overtime	1	
16	Indicate rate per hour per operator and equipment. - Excavator	Overtime	1	
17	Indicate rate per hour per operator and equipment. - Track Loader	Overtime	1	
18	Indicate rate per hour per operator and equipment. - Scraper	Overtime	1	
19	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
20	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
21	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
22	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
23	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
24	Indicate rate per hour for operator and equipment. - Dozer	Emergency, Holiday and Weekends	1	
25	Indicate rate per hour per operator and equipment - Motor Grader	Emergency, Holiday and Weekends	1	
26	Indicate rate per hour per operator and equipment. - Skidsteer	Emergency, Holiday and Weekends	1	
27	Indicate rate per hour per operator and equipment. - Excavator	Emergency, Holiday and Weekends	1	
28	Indicate rate per hour per operator and equipment. - Track Loader	Emergency, Holiday and Weekends	1	
29	Indicate rate per hour per operator and equipment. - Scraper	Emergency, Holiday and Weekends	1	
30	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
31	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
32	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
33	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
34	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	

35	Are you willing to accept an award as a primary and/or Secondary contractor	Yes/no	1	
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City	# of days	1	

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				



PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

SECTION II

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

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

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

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #22 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

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

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

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

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

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

SECTION III

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

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

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

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

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

**3.5 WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

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

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

Exceptions to Specifications – Pages:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself because of their failure to have so informed themselves prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

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

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required to be submitted

On award of the contract, the successful contractor shall furnish a **performance bond** and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum

duly issued or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for:

#### **4.4 INSURANCE REQUIREMENTS:**

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

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

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

*Bid No. 44/2016 EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES*

SECTION V

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

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

RFQ Exhibit

# EXHIBIT A

Missouri Division of Labor Standards Annual Wage Order - #22



# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 010  
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



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

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday. If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

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



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

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

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.



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

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction\Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

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

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.



RFQ Exhibit

# EXHIBIT B

Everify/Work Authorization Affidavit



## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>



RFQ Exhibit

# EXHIBIT C

Statement of Bidders Qualifications

## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_%
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFQ Exhibit

# APPENDIX 1

Sample Contract

**CITY OF COLUMBIA TERM AND SUPPLY  
EARTH MOVING MAINTENANCE, REPAIR, REPLACEMENT AND NEW  
CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**

**SECTION**

1. Definitions
  2. Scope of Work, Technical Specifications and Project Authorization
  3. Costs Not to Exceed
  4. Designation of Completion Time for Authorized Projects
  5. Term and Renewal Terms
  6. Contractor's Insurance
  7. Hold Harmless Agreement
  8. Permits
  9. Payments
  10. Extra Work/Changes
  11. Patents
  12. Discharge of Employees
  13. Assignment
  14. Subcontracting
  15. Accident Prevention
  16. Equal Opportunity
  17. Domestic Purchasing Policy
  18. Americans with Disabilities Act
  19. Material & Workmanship
  20. Specifications & Drawings
  21. Repairs and/or Replacement of Defective Portions
  22. Interference
  23. No Third-Party Beneficiary
  24. Termination for Default
  25. Termination for Convenience
  26. Prevailing Wages
  27. Construction Safety Program Requirements
  28. Employment of Unauthorized Aliens Prohibited
  29. Specifications
  30. No Waiver of Immunities
  31. Amendment
  32. Governing Law and Venue
  33. General Laws
  34. Notices
  35. Nature of City's Obligations
  36. Contract Documents
  37. Entire Contract
- Contract Signature Page

***Exhibits:***

- |   |  |
|---|--|
| A | RFP containing City's Scope of Work and Project Specifications |
| B | Contractor's Insurance Certificate                             |
| C | Contractor's Performance Bond                                  |
| D | Contractor's Labor & Material Payment Bond                     |
| E | Contractor's Affidavit for Final Payment                       |
| F | Final Receipt of Payment and Release                           |
| G | Missouri Division of Labor Standards Annual Wage Order         |
| H | Affidavit of Compliance with Prevailing Wage Law               |
| I | Verify/Work Authorization Affidavit                            |
| J | Contractor's Proposal and Pricing Dated _____                  |



**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**

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

WHEREAS, City has a need for a term and supply contract for plumbing construction repair, replacement, and maintenance services to be used as needed for designated projects (hereinafter "Project") in accordance with the Scope of Work outlined RFQ 44/2016 and attached as Exhibit A; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated \_\_\_\_\_, which is included as Exhibit J; and

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

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. DEFINITIONS:**

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" shall mean this document.
- d. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- e. "Effective Date" shall have the date of the last signatory to this Contract.
- f. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. The City's Notice to Proceed with a designated Project shall include the name and



contact information for the Engineer for the designated Project.

- g. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the City's Purchasing Agent.
- h. "Project" shall mean projects designated by the City in writing.
- i. "Project Price" shall mean Contractor's estimate for the completion of a specified Project designated by the City in writing.
- j. "Work" of Contractor or subcontractor includes labor or material or both.

- 2. **SCOPE OF WORK, SPECIFICATIONS and PROJECT AUTHORIZATION:** On designated Projects, Contractor shall perform the work as described in the Scope of work for earth moving, maintenance, repair, replacement and new construction services which is attached as Exhibit A, and in accordance with Contractor's proposal and pricing which are attached as Exhibit J on designated Projects authorized by City.

Contractor shall be responsible and shall perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in this Contract and in Exhibits A and J on Projects authorized by the City.

- 3. **Performance and Materials Bond:** When Contractor delivers this Contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance and Labor and Materials Payment Bond, on forms provided by City. Bonds shall be written by a company approved by the City, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for period of one (1) year after completion of work. Contractor's Performance Bond is attached as Exhibit C. Contractor's Labor and Material Payment Bond is attached as Exhibit D.
- 4. **COSTS NOT TO EXCEED:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).
- 5. **TERM and RENEWAL TERMS:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional



one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

6. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate is attached as Exhibit B.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
7. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
8. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
9. **PAYMENTS:** For each designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the Project site and work performed at the Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than

thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

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

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

d. Contractor shall pay:

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

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

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

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

1. Unsatisfactory job progress;

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

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

10. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary for a designated Project, City may issue to Contractor a written change order or contract amendment directing that such extra and/or additional work be done or that such change be made, and this Contract shall be modified accordingly. Compensation to Contractor will be calculated as an addition to or deduction from the Project Price based upon such written terms as may be established between the Parties either:
  - a. by an acceptable lump sum proposal of Contractor; or
  - b. on a cost-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with Contractor, City may perform the work by force account.

11. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used.
12. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
13. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety has

been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

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

services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

19. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
20. **SPECIFICATIONS AND DRAWINGS:** Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
21. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Contractor shall be responsible for a period of one (1) year from and after the date of final acceptance by City of the Work on a designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.  
  
If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.
22. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
23. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
24. **TERMINATION FOR DEFAULT:** City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring

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

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

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

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

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

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

27. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training



program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.

- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

28. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit I Contractor shall require all subcontractors to observe the requirements of this section.

29. **SPECIFICATIONS:** Contractor shall perform all work on the designated Project in accordance the requirements set forth in the Scope of Work, attached as Exhibit A.

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

31. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

32. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this



Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

33. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, codes, rules, regulations, and ordinances.

34. **NOTICES:**

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

If to City:

City of Columbia  
Finance Department  
P.O. Box 6015  
Columbia, Mo 65205  
Attn: City Purchasing Agent

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

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

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

35. **NATURE OF CITY'S OBLIGATIONS:** All obligations of the City under this Contract, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

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

Attachment/Exhibit Description

- A RFP containing City's Scope of Work and Project Specifications
- B Contractor's Insurance Certificate
- C Contractor's Performance Bond
- D Contractor's Labor & Material Payment Bond
- E Contractor's Affidavit for Final Payment
- F Final Receipt of Payment and Release
- G Missouri Division of Labor Standards Annual Wage Order
- H Affidavit of Compliance with Prevailing Wage Law

- I Everify/Work Authorization Affidavit
- J Contractor's Proposal and Pricing Dated \_\_\_\_\_

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

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

[SIGNATURE PAGES FOLLOW]

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

CITY OF COLUMBIA, MISSOURI

By:

\_\_\_\_\_  
Cale Turner, City Purchasing Agent

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account \_\_\_\_\_ and that there is an unencumbered balance to the credit of such account sufficient to pay therefor.

\_\_\_\_\_  
John Blattel, Director of Finance

CONTRACTOR  
(Seal)

\_\_\_\_\_ Contractor \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

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

Contract Exhibit

# EXHIBIT A

*To be Inserted from the RFP*

Contract Exhibit

# EXHIBIT B

Contractor's Insurance Certificate

*To be Inserted from the RFP*



Contract Exhibit

# EXHIBIT C

Contractors Performance Bond

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

(SEAL)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Missouri Representative

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



Contract Exhibit

# EXHIBIT D

Contractor's Labor and Material Payment Bond

## LABOR & MATERIAL PAYMENT BOND

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

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

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

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

services need not be made by a public officer.

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

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

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

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)  
(Attorney-in-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

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

Contract Exhibit

# EXHIBIT E

Contractor's Affidavit for Final Payment

**AFFIDAVIT FOR FINAL PAYMENT**

TO ALL WHOM IT MAY CONCERN:

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

\_\_\_\_\_  
Contractor                                      Address                                      City                                      State

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

\_\_\_\_\_  
Name of Project

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

\_\_\_\_\_ DOLLARS,  
Balance of said Contract

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

\_\_\_\_\_  
Contractor

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

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

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

\_\_\_\_\_  
(Notary Public)



Contract Exhibit

# EXHIBIT F

Final Receipt of Payment and Release

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

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

\_\_\_\_\_  
(Project Title and Project Number)

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

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

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

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Contract Exhibit

# EXHIBIT G

Missouri Division of Labor Standards Annual Wage  
Order

*To be Inserted from the RFP*



Contract Exhibit

# EXHIBIT H

**Affidavit of Compliance with Prevailing Wage Law**

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

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

State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_,  
(Name)

\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Company Name)

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

\_\_\_\_\_  
(Name of Project)

located at \_\_\_\_\_ in

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of

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

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

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

\_\_\_\_\_.

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

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

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

\_\_\_\_\_  
(Notary Public)

Contract Exhibit

# EXHIBIT I

Everify/Work Authorization Affidavit

*To be Inserted from the RFP*

Contract Exhibit

# EXHIBIT J

Contractor's Proposal and Pricing

*To be Inserted from the RFP*



**TERM AND SUPPLY**

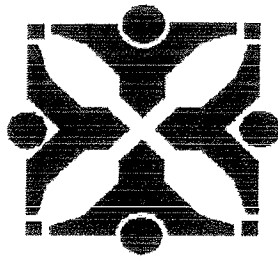
**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION  
SERVICES**

**RFQ # 44/2016**

**BID RESPONSE PACKET**

CITY OF COLUMBIA  
REQUEST FOR QUOTATION

**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**



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

PROJECT MANAGER:  
TONEY LOWERY  
SENIOR PARKS PLANNER  
573-874-7537

PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER  
573-874-6317

REQUEST FOR QUOTATION # 44/2016  
CLOSING DATE: 2:00 pm, CST, February 16, 2016

TABLE OF CONTENTS

**EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND  
NEW CONSTRUCTION SERVICES**

**TERM & SUPPLY**

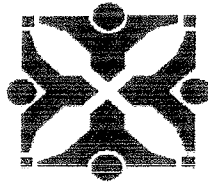
Bidding Information  
Notice to Bidders  
Bid Response information  
DBE  
Subcontracting  
Prevailing Wage  
Executive Order 12549 Regarding Debarment and Suspension  
Certification of Non-Resident/Foreign Contractors  
Non Collision  
Addendum(s)  
Validity of Bids  
Permits  
Work Authorization and Everify  
Statement of Bidders Qualifications  
Instructions To Bidders  
Reserves Rights/Awards

**EXHIBITS**

- (A) Missouri Division of Labor Standards Annual Wage Order - #22
- (B) Everify/Work Authorization Affidavit
- (C) Statement of Bidders Qualifications

**APPENDIX**

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

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

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

*Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [mdsorens@gocolumbiamo.com](mailto:mdsorens@gocolumbiamo.com).*





# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTICE TO BIDDERS  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION  
SERVICES  
TERM & SUPPLY  
RFQ# 44/2016**

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: **2:00 pm, CST, February 16, 2016** for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** There will be no pre-bid conference but bidders are welcome to call the Procurement Officer with any questions concerning this bid: Michelle Sorensen, Procurement Officer, 573-874-6317.

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding: A Bid Bond It not required**

**Performance and Materials Bond:** On award of the contract, the successful contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to **Contractor** exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

Michelle Sorensen, Procurement Officer

**BID RESPONSE  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES**

**TERM & SUPPLY**

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

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

**SECTION I**

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

**Scope of Work**

The City of Columbia's Parks and Recreation Department is seeking bids to provide heavy equipment services and operator at an hourly rate. The City usually has multiple projects where rough and final earthwork is required. Equipment which may be needed to perform this work includes but is not limited to:

- Dozer
- Motor Grader
- Skidsteer Loader
- Excavator
- Track Loader and/or Scraper
- Mini Excavator

Typical projects include:

- General site grading from ½ acre to fifteen acres
- Ballfields with precise grades
- Building, road and parking lot base preparation including the installation of base rock and roll stone
- Six to twelve foot wide walks and trails typically to ADA standards
- Construction and renovation of ponds, lakes, wetlands and dams
- Installation of stormwater pipe, inlets and flares
- Construction of stormwater BMPs (within a project and as standalone items) such as rock checks, berms swales and detention/retention traps

All materials will be furnished by the City of Columbia. Examples include: rock, pipe, culverts, geotextile fabric, etc.

Projects shall be completed to level where Department or other contractors may begin work with a minimum of finish grading.

Projects may be located throughout the City of Columbia. It is estimated that a minimum of 200 hours of earthwork will be required on projects. Successful bidder will be required to submit work estimates and time availability to begin work as projects are presented.

Parks and Recreation typically has multiple development projects occurring at the same time. Project Managers for each project will coordinate schedules with the awarded contractor(s). A project schedule with upcoming projects will typically be provided as far in advance as possible. However, at times priorities may change and the contractor(s) will need to mobilize to another project site.

Work may be performed on a site that is open to the public and may be heavily visited by the public. Equipment, any construction materials and any maintenance materials must be left in a manner that will be safe for the public. Note that work around the public may be necessary at times. Daily cleanup of any trash or discarded materials is required.

If the Contractor fails to clean up during construction or at the completion of the work, the City of Columbia Parks and Recreation Department may do so and the cost thereof shall be charged to the contractor.

Evaluation will be based on qualifications, equipment offered, references, response time and pricing.

The City anticipates awarding this contract to a primary and a secondary contractor.

Contract may be utilized by all departments within the City of Columbia with projects located throughout the City.

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Mobilization - from "home" location	LS	1	
2	Indicate rate per hour for operator and equipment. - Dozer	Straight Time	1	
3	Indicate rate per hour per operator and equipment - Motor Grader	Straight Time	1	
4	Indicate rate per hour per operator and equipment. - Skidsteer	Straight Time	1	
5	Indicate rate per hour per operator and equipment. - Excavator	Straight Time	1	
6	Indicate rate per hour per operator and equipment. - Track Loader	Straight Time	1	
7	Indicate rate per hour per operator and equipment. - Scraper	Straight Time	1	
8	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
9	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
10	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
11	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
12	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
13	Indicate rate per hour for operator and equipment. - Dozer	Overtime	1	
14	Indicate rate per hour per operator and equipment - Motor Grader	Overtime	1	
15	Indicate rate per hour per operator and equipment. - Skidsteer	Overtime	1	
16	Indicate rate per hour per operator and equipment. - Excavator	Overtime	1	
17	Indicate rate per hour per operator and equipment. - Track Loader	Overtime	1	
18	Indicate rate per hour per operator and equipment. - Scraper	Overtime	1	
19	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
20	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
21	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
22	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
23	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
24	Indicate rate per hour for operator and equipment. - Dozer	Emergency, Holiday and Weekends	1	
25	Indicate rate per hour per operator and equipment - Motor Grader	Emergency, Holiday and Weekends	1	
26	Indicate rate per hour per operator and equipment. - Skidsteer	Emergency, Holiday and Weekends	1	
27	Indicate rate per hour per operator and equipment. - Excavator	Emergency, Holiday and Weekends	1	
28	Indicate rate per hour per operator and equipment. - Track Loader	Emergency, Holiday and Weekends	1	
29	Indicate rate per hour per operator and equipment. - Scraper	Emergency, Holiday and Weekends	1	
30	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
31	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
32	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
33	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
34	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	

35	Are you willing to accept an award as a primary and/or Secondary contractor	Yes/no	1	
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City	# of days	1	

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

SECTION II

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

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

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

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #22 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

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

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

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

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

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



**SECTION III**

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

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

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

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

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

**3.5 WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

**SECTION IV**

**4.1 INSTRUCTIONS TO BIDDERS**

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

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

Exceptions to Specifications – Pages:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself because of their failure to have so informed themselves prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

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

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required to be submitted

On award of the contract, the successful contractor shall furnish a **performance bond** and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum

duly issued or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for:

#### **4.4 INSURANCE REQUIREMENTS:**

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

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

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

***Bid No. 44/2016 EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES***

SECTION V

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

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

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

County of \_\_\_\_\_ )  
  )SS.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_ I am an authorized agent of  
\_\_\_\_\_(Bidder). This business is enrolled and participates in a  
federal work authorization program for all employees working in connection with  
services provided to the City of Columbia. This business does not knowingly employ  
any person who is an unauthorized alien in connection with the services being provided.  
**Documentation of participation in a federal work authorization program is  
attached to this affidavit.**

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_  
(Notary Public)

## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_%
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

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:

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

**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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>2</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**PURCHASE AGREEMENT  
FOR  
EARTH MOVING SERVICES  
SECONDARY CONTRACTOR  
TERM AND SUPPLY**

**THIS AGREEMENT** dated the 14<sup>th</sup> day of June 2016 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **C.L. Richardson Construction Co., Inc.**, herein Contractor."

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for a term and supply contract for the furnishing of **earth moving services** in compliance with all bid specifications and any addendum issued for the **City of Columbia, Request for Quote number 44/2016** as well as Boone County Standard Terms and Conditions, insurance requirements, Annual Wage Order No. 22, and Work Authorization. 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 and the **City of Columbia Request for Quote number 44/2016** shall prevail and control over the contractor's bid response.

2. **Contract Duration** - This agreement shall commence **on the date written above and extend through March 31, 2017** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for four **(4) additional one year period** subject to the pricing clauses in the Contractor's bid response and thereafter 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 after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with earth moving services. Earth moving services will 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 County.

4. **Billing and Payment** - All billing shall be invoiced separately to each Boone County ordering department. Departments include Resource Management, Public Works and Facilities Maintenance. Billing may only include prices of items ordered and no additional fees, extra services or taxes shall be included. The County agrees to pay all correct monthly statements within thirty days of receipt. Billings may only include the prices as listed and/or calculated in the Vendor's bid response. No additional fees for extra services or taxes shall be included as additional charges in excess of the charges in the Vendor's bid response to the specifications.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Prevailing Wage** - Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial

Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. **Prevailing Wage Order #22** is included in this agreement. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

**6. OSHA Training - OSHA Program Requirements** - The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo. The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project. The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

**7. Transient Employers** - Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

**8. Overhead and 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.

**9. 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.

10. **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.


11. **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.

12. **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 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.


**C.L. RICHARDSON CONSTRUCTION CO., INC.**

by   
DAVE Richardson  
title Vice President

**BOONE COUNTY, MISSOURI**

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

APPROVED AS TO FORM:

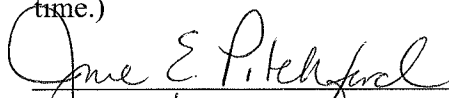
by:   
County Counselor

ATTEST:

  
Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

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

  
Signature by ajj

6/6/16  
Date

No Encumbrance Required  
Term and Supply  
Appropriation Account

## STANDARD CONTRACT 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. Prices shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
4. When products or materials of any particular producer or manufacturer are mentioned in our contracts, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in billing, as law exempts the County from them.
6. The delivery date shall be stated in definite terms.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Contractor responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Contractor from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm.
11. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
12. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered "Non-Exclusive". The County reserves the right to purchase advertising from other vendors.
13. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices



Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

14. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
15. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
16. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County** on all transfer documents including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
17. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance -** The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

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

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

**Business Automobile Liability –** The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, \_\_\_\_\_,  
\_\_\_\_\_,  
as Principal, hereinafter called Contractor, and \_\_\_\_\_,

\_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of

\_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for

**CONTRACT NUMBER 44/2016  
EARTH MOVING SERVICES  
BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

CONTRACTOR \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_  
(Attorney-In-Fact)

BY: \_\_\_\_\_  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

**(Please complete and return with Contract)**

**AFFIDAVIT 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

RETURN AT CLOSE OF PROJECCT







**CITY OF COLUMBIA  
PURCHASING DIVISION**

Michelle Sorensen, CPPB, Procurement Officer  
701 E Broadway, 5<sup>th</sup> Floor  
COLUMBIA, MO. 65201  
Phone: (573) 874-6317  
[Michelle.Sorensen@como.gov](mailto:Michelle.Sorensen@como.gov)

March 31, 2016

**NOTIFICATION OF AWARD - CITY OF COLUMBIA**

**CONTRACT FOR: Earth Moving Maintenance, Repair, Replacement and New  
Construction Services - SECONDARY**

**Contract Period is April 1, 2016 through March 31, 2017**

Your firm has been awarded the contract herein in response to our recent Request for Quote Term & Supply. The purchase order for this year will be mailed to you. Please reference the appropriate purchase order number on every invoice submitted.

Please contact the Buyer shown below if there are any questions pertaining to this contract.

<b>CONTRACT NUMBER</b>	<b>ITEMS AWARDED</b>	<b>VENDOR NAME</b>
44/2016	See Attached	C.L. Richardson Construction Co., Inc. 15475 Highway 63 South Ashland, MO 65010 Attn: Debbie Crump Phone: 573-657-9557 Fax: 573-657-1078 Email: <a href="mailto:crumpd_clr@yahoo.com">crumpd_clr@yahoo.com</a>

Notes from Procurement Officer:  
Michelle Sorensen, CPPB  
Buyer/Purchasing  
573-874-6317

cc: Mike Snyder, Gabe Huffington, Dave Eagle

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

C.L. Richardson Construction Co., Inc.-

SECONDARY

				Year 1	Year 2	Year 3	Year 4	Year 5
		UOM	QTY					
1	Mobilization - from "home" location	LS	1	130.00				
2	State Wage Order - Straight Time Indicate rate per hour for operator and equipment. - Dozer	Per Hour	1	155.00				
3	State Wage Order - Straight Time Indicate rate per hour per operator and equipment - Motor Grader	Per Hour	1	145.00				
4	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Skidsteer	Per Hour	1	110.00				
5	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Excavator	Per Hour	1	165.00				
6	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Track Loader	Per Hour	1	145.00				
7	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Scraper	Per Hour	1	165.00				
8	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	120.00				
9	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	215.00				
10	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	110.00				

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

C.L. Richardson Construction Co., Inc.-

SECONDARY

			Year 1	Year 2	Year 3	Year 4	Year 5	
	UOM	QTY						
11	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	135.00				
12	State Wage Order - Straight Time Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	225.00				
13	State Wage Order - Overtime Indicate rate per hour for operator and equipment. - Dozer	Per Hour	1	170.00				
14	State Wage Order - Overtime Indicate rate per hour per operator and equipment - Motor Grader	Per Hour	1	160.00				
15	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Skidsteer	Per Hour	1	125.00				
16	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Excavator	Per Hour	1	180.00				
17	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Track Loader	Per Hour	1	160.00				
18	State Wage Order - Overtime Indicate rate per hour per operator and equipment. -Scraper	Per Hour	1	180.00				
19	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	135.00				
20	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	170.00				

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

Subject:44/2016 (Earth Moving Services - Term & Supply)

C.L. Richardson Construction Co., Inc.-

SECONDARY

			Year 1	Year 2	Year 3	Year 4	Year 5
		UOM	QTY				
21	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	125.00			
22	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	150.00			
23	State Wage Order - Overtime Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	240.00			
24	State Wage Order -Emergency, Holiday and Weekends Indicate rate per hour for operator and equipment. - Dozer	Per Hour	1	185.00			
25	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment - Motor Grader	Per Hour	1	175.00			
26	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. Skidsteer	Per Hour	1	140.00			
27	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. Excavator	Per Hour	1	195.00			
28	State Wage Order -Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Track Loader	Per Hour	1	175.00			
29	State Wage Order -Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Scraper	Per Hour	1	195.00			

CITY OF COLUMBIA, MO  
 REQUEST FOR QUOTATION

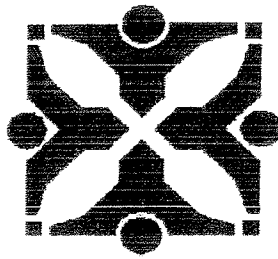
Subject:44/2016 (Earth Moving Services - Term & Supply)

C.L. Richardson Construction Co., Inc.-  
 SECONDARY

			Year 1	Year 2	Year 3	Year 4	Year 5	
	UOM	QTY						
30	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	150.00				
31	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	185.00				
32	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	140.00				
33	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	165.00				
34	State Wage Order - Emergency, Holiday and Weekends Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Per Hour	1	255.00				
35	Are you willing to accept an award as a primary and/or Secondary Contractor	Yes/No		Yes				
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City.	# of Days		10.00				

CITY OF COLUMBIA  
REQUEST FOR QUOTATION

**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**



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

PROJECT MANAGER:  
TONEY LOWERY  
SENIOR PARKS PLANNER  
573-874-7537

PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER  
573-874-6317

REQUEST FOR QUOTATION # 44/2016  
CLOSING DATE: 2:00 pm, CST, February 16, 2016

## TABLE OF CONTENTS

# EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION SERVICES

## TERM & SUPPLY

Bidding Information  
Notice to Bidders  
Bid Response information  
DBE  
Subcontracting  
Prevailing Wage  
Executive Order 12549 Regarding Debarment and Suspension  
Certification of Non-Resident/Foreign Contractors  
Non Collision  
Addendum(s)  
Validity of Bids  
Permits  
Work Authorization and Everify  
Statement of Bidders Qualifications  
Instructions To Bidders  
Reserves Rights/Awards

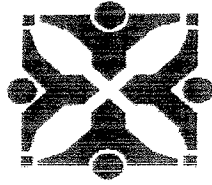
## EXHIBITS

- (A) Missouri Division of Labor Standards Annual Wage Order - #22
- (B) Everify/Work Authorization Affidavit
- (C) Statement of Bidders Qualifications

## APPENDIX

- 1 Sample Contract





## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**PLEASE READ THIS DOCUMENT IN ITS ENTIRETY**

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

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

*Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [mdsorens@gocolumbiamo.com](mailto:mdsorens@gocolumbiamo.com).*



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTICE TO BIDDERS**  
**EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION**  
**SERVICES**  
**TERM & SUPPLY**  
**RFQ# 44/2016**

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, BY **ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, February 16, 2016 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** There will be no pre-bid conference but bidders are welcome to call the Procurement Officer with any questions concerning this bid: Michelle Sorensen, Procurement Officer, 573-874-6317.

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding: A Bid Bond It not required**

**Performance and Materials Bond:** On award of the contract, the successful contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

Michelle Sorensen, Procurement Officer

**BID RESPONSE  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES**

**TERM & SUPPLY**

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

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

**SECTION I**

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

**Scope of Work**

The City of Columbia's Parks and Recreation Department is seeking bids to provide heavy equipment services and operator at an hourly rate. The City usually has multiple projects where rough and final earthwork is required. Equipment which may be needed to perform this work includes but is not limited to:

- Dozer
- Motor Grader
- Skidsteer Loader
- Excavator
- Track Loader and/or Scraper
- Mini Excavator

Typical projects include:

- General site grading from ½ acre to fifteen acres
- Ballfields with precise grades
- Building, road and parking lot base preparation including the installation of base rock and roll stone
- Six to twelve foot wide walks and trails typically to ADA standards
- Construction and renovation of ponds, lakes, wetlands and dams
- Installation of stormwater pipe, inlets and flares
- Construction of stormwater BMPs (within a project and as standalone items) such as rock checks, berms swales and detention/retention traps

All materials will be furnished by the City of Columbia. Examples include: rock, pipe, culverts, geotextile fabric, etc.

Projects shall be completed to level where Department or other contractors may begin work with a minimum of finish grading.

Projects may be located throughout the City of Columbia. It is estimated that a minimum of 200 hours of earthwork will be required on projects. Successful bidder will be required to submit work estimates and time availability to begin work as projects are presented.

Parks and Recreation typically has multiple development projects occurring at the same time. Project Managers for each project will coordinate schedules with the awarded contractor(s). A project schedule with upcoming projects will typically be provided as far in advance as possible. However, at times priorities may change and the contractor(s) will need to mobilize to another project site.

Work may be performed on a site that is open to the public and may be heavily visited by the public. Equipment, any construction materials and any maintenance materials must be left in a manner that will be safe for the public. Note that work around the public may be necessary at times. Daily cleanup of any trash or discarded materials is required.

If the Contractor fails to clean up during construction or at the completion of the work, the City of Columbia Parks and Recreation Department may do so and the cost thereof shall be charged to the contractor.

Evaluation will be based on qualifications, equipment offered, references, response time and pricing.

The City anticipates awarding this contract to a primary and a secondary contractor.

Contract may be utilized by all departments within the City of Columbia with projects located throughout the City.

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Mobilization - from "home" location	LS	1	
2	Indicate rate per hour for operator and equipment. - Dozer	Straight Time	1	
3	Indicate rate per hour per operator and equipment - Motor Grader	Straight Time	1	
4	Indicate rate per hour per operator and equipment. - Skidsteer	Straight Time	1	
5	Indicate rate per hour per operator and equipment. - Excavator	Straight Time	1	
6	Indicate rate per hour per operator and equipment. - Track Loader	Straight Time	1	
7	Indicate rate per hour per operator and equipment. - Scraper	Straight Time	1	
8	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
9	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
10	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
11	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
12	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
13	Indicate rate per hour for operator and equipment. - Dozer	Overtime	1	
14	Indicate rate per hour per operator and equipment - Motor Grader	Overtime	1	
15	Indicate rate per hour per operator and equipment. - Skidsteer	Overtime	1	
16	Indicate rate per hour per operator and equipment. - Excavator	Overtime	1	
17	Indicate rate per hour per operator and equipment. - Track Loader	Overtime	1	
18	Indicate rate per hour per operator and equipment. - Scraper	Overtime	1	
19	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
20	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
21	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
22	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
23	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
24	Indicate rate per hour for operator and equipment. - Dozer	Emergency, Holiday and Weekends	1	
25	Indicate rate per hour per operator and equipment - Motor Grader	Emergency, Holiday and Weekends	1	
26	Indicate rate per hour per operator and equipment. - Skidsteer	Emergency, Holiday and Weekends	1	
27	Indicate rate per hour per operator and equipment. - Excavator	Emergency, Holiday and Weekends	1	
28	Indicate rate per hour per operator and equipment. - Track Loader	Emergency, Holiday and Weekends	1	
29	Indicate rate per hour per operator and equipment. - Scraper	Emergency, Holiday and Weekends	1	
30	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
31	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
32	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
33	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
34	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	

35	Are you willing to accept an award as a primary and/or Secondary contractor	Yes/no	1	
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City	# of days	1	

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				



SECTION II

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

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

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

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #22 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

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

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

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

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

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

**SECTION III**

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

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

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

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

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

**3.5 WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

**SECTION IV**

**4.1 INSTRUCTIONS TO BIDDERS**

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

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

Exceptions to Specifications – Pages:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself because of their failure to have so informed themselves prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

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

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required to be submitted

On award of the contract, the successful contractor shall furnish a **performance bond** and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum

duly issued or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for:

#### **4.4 INSURANCE REQUIREMENTS:**

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

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

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

*Bid No. 44/2016 EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES*

SECTION V

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

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

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

County of \_\_\_\_\_ )  
  )SS.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_ . I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name

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

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

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

\_\_\_\_\_  
(Notary Public)



## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_%
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Other (see instructions) ▶	<input type="checkbox"/> Exempt payee
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number : : :
or
Employer identification number : : :

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

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).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exemption contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions. However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 9832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

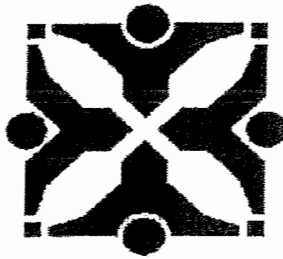
**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CITY OF COLUMBIA  
REQUEST FOR QUOTATION

**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**



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

PROJECT MANAGER:  
TONEY LOWERY  
SENIOR PARKS PLANNER  
573-874-7537

PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER  
573-874-6317

**REQUEST FOR QUOTATION # 44/2016**  
**CLOSING DATE: 2:00 pm, CST, February 16, 2016**

## TABLE OF CONTENTS

### EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION SERVICES

#### TERM & SUPPLY

Bidding Information  
Notice to Bidders  
Bid Response information  
DBE  
Subcontracting  
Prevailing Wage  
Executive Order 12549 Regarding Debarment and Suspension  
Certification of Non-Resident/Foreign Contractors  
Non Collision  
Addendum(s)  
Validity of Bids  
Permits  
Work Authorization and Everify  
Statement of Bidders Qualifications  
Instructions To Bidders  
Reserves Rights/Awards

#### EXHIBITS

- (A) Missouri Division of Labor Standards Annual Wage Order - #22
- (B) Everify/Work Authorization Affidavit
- (C) Statement of Bidders Qualifications

#### APPENDIX

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

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

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

*Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [mdsorens@gocolumbiamo.com](mailto:mdsorens@gocolumbiamo.com).*





# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

NOTICE TO BIDDERS  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION  
SERVICES  
TERM & SUPPLY  
RFQ# 44/2016

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, BY ELECTRONIC BID PROCESS OR HARD PAPER COPY at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, February 16, 2016 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** There will be no pre-bid conference but bidders are welcome to call the Procurement Officer with any questions concerning this bid: Michelle Sorensen, Procurement Officer, 573-874-6317.

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding: A Bid Bond It not required**

**Performance and Materials Bond:** On award of the contract, the successful contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

Michelle Sorensen, Procurement Officer

**BID RESPONSE  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES**

**TERM & SUPPLY**

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

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

**SECTION I**

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

**Scope of Work**

The City of Columbia's Parks and Recreation Department is seeking bids to provide heavy equipment services and operator at an hourly rate. The City usually has multiple projects where rough and final earthwork is required. Equipment which may be needed to perform this work includes but is not limited to:

- Dozer
- Motor Grader
- Skidsteer Loader
- Excavator
- Track Loader and/or Scraper
- Mini Excavator

Typical projects include:

- General site grading from ½ acre to fifteen acres
- Ballfields with precise grades
- Building, road and parking lot base preparation including the installation of base rock and roll stone
- Six to twelve foot wide walks and trails typically to ADA standards
- Construction and renovation of ponds, lakes, wetlands and dams
- Installation of stormwater pipe, inlets and flares
- Construction of stormwater BMPs (within a project and as standalone items) such as rock checks, berms swales and detention/retention traps

All materials will be furnished by the City of Columbia. Examples include: rock, pipe, culverts, geotextile fabric, etc.

Projects shall be completed to level where Department or other contractors may begin work with a minimum of finish grading.

Projects may be located throughout the City of Columbia. It is estimated that a minimum of 200 hours of earthwork will be required on projects. Successful bidder will be required to submit work estimates and time availability to begin work as projects are presented.

Parks and Recreation typically has multiple development projects occurring at the same time. Project Managers for each project will coordinate schedules with the awarded contractor(s). A project schedule with upcoming projects will typically be provided as far in advance as possible. However, at times priorities may change and the contractor(s) will need to mobilize to another project site.

Work may be performed on a site that is open to the public and may be heavily visited by the public. Equipment, any construction materials and any maintenance materials must be left in a manner that will be safe for the public. Note that work around the public may be necessary at times. Daily cleanup of any trash or discarded materials is required.

If the Contractor fails to clean up during construction or at the completion of the work, the City of Columbia Parks and Recreation Department may do so and the cost thereof shall be charged to the contractor.

Evaluation will be based on qualifications, equipment offered, references, response time and pricing.

The City anticipates awarding this contract to a primary and a secondary contractor.

Contract may be utilized by all departments within the City of Columbia with projects located throughout the City.

ITEM NO	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Mobilization - from "home" location	LS	1	
2	Indicate rate per hour for operator and equipment. - Dozer	Straight Time	1	
3	Indicate rate per hour per operator and equipment - Motor Grader	Straight Time	1	
4	Indicate rate per hour per operator and equipment. - Skidsteer	Straight Time	1	
5	Indicate rate per hour per operator and equipment. - Excavator	Straight Time	1	
6	Indicate rate per hour per operator and equipment. - Track Loader	Straight Time	1	
7	Indicate rate per hour per operator and equipment. - Scraper	Straight Time	1	
8	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
9	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
10	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
11	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
12	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
13	Indicate rate per hour for operator and equipment. - Dozer	Overtime	1	
14	Indicate rate per hour per operator and equipment - Motor Grader	Overtime	1	
15	Indicate rate per hour per operator and equipment. - Skidsteer	Overtime	1	
16	Indicate rate per hour per operator and equipment. - Excavator	Overtime	1	
17	Indicate rate per hour per operator and equipment. - Track Loader	Overtime	1	
18	Indicate rate per hour per operator and equipment. - Scraper	Overtime	1	
19	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
20	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
21	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
22	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
23	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
24	Indicate rate per hour for operator and equipment. - Dozer	Emergency, Holiday and Weekends	1	
25	Indicate rate per hour per operator and equipment - Motor Grader	Emergency, Holiday and Weekends	1	
26	Indicate rate per hour per operator and equipment. - Skidsteer	Emergency, Holiday and Weekends	1	
27	Indicate rate per hour per operator and equipment. - Excavator	Emergency, Holiday and Weekends	1	
28	Indicate rate per hour per operator and equipment. - Track Loader	Emergency, Holiday and Weekends	1	
29	Indicate rate per hour per operator and equipment. - Scraper	Emergency, Holiday and Weekends	1	
30	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
31	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
32	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
33	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
34	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	

35	Are you willing to accept an award as a primary and/or Secondary contractor	Yes/no	1	
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City	# of days	1	

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

SECTION II

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

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

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

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #22 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

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

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

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

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

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



SECTION III

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

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

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

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

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

3.5 **WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

3.6 **STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

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

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

Exceptions to Specifications – Pages:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself because of their failure to have so informed themselves prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

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

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required to be submitted

On award of the contract, the successful contractor shall furnish a **performance bond** and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum

duly issued or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for:

#### **4.4 INSURANCE REQUIREMENTS:**

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

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

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

The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the contractor and/or their employees and/or their subcontractors in the performance of this contract.

***Bid No. 44/2016 EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES***

SECTION V

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

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

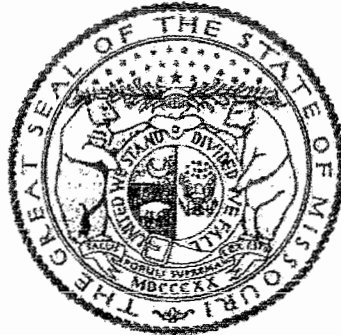
RFQ Exhibit

# EXHIBIT A

Missouri Division of Labor Standards Annual Wage Order - #22

# Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 010  
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.06	55	60	\$20.71
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction/Lineman)	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase



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

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

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

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

\*\*b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$28.68

All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

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

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

REPLACEMENT PAGE  
BOONE COUNTY  
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. SATURDAY MAKE-UP DAY: If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

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

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

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

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

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



**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight-time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction/Lineman)	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

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

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½).** **For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time.** The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week, however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

RFQ Exhibit

# EXHIBIT B

Everify/Work Authorization Affidavit



## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

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

County of \_\_\_\_\_ )  
  )SS.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name

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

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

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

\_\_\_\_\_  
(Notary Public)



RFQ EXHIBIT

# EXHIBIT C

Statement of Bidders Qualifications

## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_%
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RFQ Exhibit

# APPENDIX 1

Sample Contract

**CITY OF COLUMBIA TERM AND SUPPLY  
EARTH MOVING MAINTENANCE, REPAIR, REPLACEMENT AND NEW  
CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**

**SECTION**

1. Definitions
  2. Scope of Work, Technical Specifications and Project Authorization
  3. Costs Not to Exceed
  4. Designation of Completion Time for Authorized Projects
  5. Term and Renewal Terms
  6. Contractor's Insurance
  7. Hold Harmless Agreement
  8. Permits
  9. Payments
  10. Extra Work/Changes
  11. Patents
  12. Discharge of Employees
  13. Assignment
  14. Subcontracting
  15. Accident Prevention
  16. Equal Opportunity
  17. Domestic Purchasing Policy
  18. Americans with Disabilities Act
  19. Material & Workmanship
  20. Specifications & Drawings
  21. Repairs and/or Replacement of Defective Portions
  22. Interference
  23. No Third-Party Beneficiary
  24. Termination for Default
  25. Termination for Convenience
  26. Prevailing Wages
  27. Construction Safety Program Requirements
  28. Employment of Unauthorized Aliens Prohibited
  29. Specifications
  30. No Waiver of Immunities
  31. Amendment
  32. Governing Law and Venue
  33. General Laws
  34. Notices
  35. Nature of City's Obligations
  36. Contract Documents
  37. Entire Contract
- Contract Signature Page

***Exhibits:***

- |   |  |
|---|--|
| A | RFP containing City's Scope of Work and Project Specifications |
| B | Contractor's Insurance Certificate                             |
| C | Contractor's Performance Bond                                  |
| D | Contractor's Labor & Material Payment Bond                     |
| E | Contractor's Affidavit for Final Payment                       |
| F | Final Receipt of Payment and Release                           |
| G | Missouri Division of Labor Standards Annual Wage Order         |
| H | Affidavit of Compliance with Prevailing Wage Law               |
| I | Verify/Work Authorization Affidavit                            |
| J | Contractor's Proposal and Pricing Dated _____                  |



**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**

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

WHEREAS, City has a need for a term and supply contract for plumbing construction repair, replacement, and maintenance services to be used as needed for designated projects (hereinafter "Project") in accordance with the Scope of Work outlined RFQ 44/2016 and attached as Exhibit A; and

WHEREAS, in response to City's competitive solicitation, Contractor has submitted a proposal dated \_\_\_\_\_, which is included as Exhibit J; and

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

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows.

**1. DEFINITIONS:**

- a. "As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement, or permission of the Engineer is intended.
- b. "City" shall mean the City of Columbia, Missouri, a municipal corporation acting through its authorized City officials, or appointed representatives.
- c. "Contract" shall mean this document.
- d. "Contractor" shall mean the Party having entered into the Contract to perform the work herein specified. Contractor is the Party identified as Contractor in the first paragraph of the Contract.
- e. "Effective Date" shall have the date of the last signatory to this Contract.
- f. "Engineer" shall mean the Director or the authorized representative or designated project manager of the City's Department for whom the work is to be performed. The City's Notice to Proceed with a designated Project shall include the name and

contact information for the Engineer for the designated Project.

- g. "Or Equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products, which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacturer's names where used in these specifications are intended to establish standards of workmanship and materials. Any article or material equaling the standard may be used in place of that mentioned by the specifications, provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained from the City. "Or Equivalent/Approved Equal" where allowed, shall be determined by the City's Purchasing Agent.
- h. "Project" shall mean projects designated by the City in writing.
- i. "Project Price" shall mean Contractor's estimate for the completion of a specified Project designated by the City in writing.
- j. "Work" of Contractor or subcontractor includes labor or material or both.

2. **SCOPE OF WORK, SPECIFICATIONS and PROJECT AUTHORIZATION:** On designated Projects, Contractor shall perform the work as described in the Scope of work for earth moving, maintenance, repair, replacement and new construction services which is attached as Exhibit A, and in accordance with Contractor's proposal and pricing which are attached as Exhibit J on designated Projects authorized by City.

Contractor shall be responsible and shall perform all work according to the specifications, material standards, mobilization, setup and construction standards, procedures and quality standards set forth in this Contract and in Exhibits A and J on Projects authorized by the City.

3. **Performance and Materials Bond:** When Contractor delivers this Contract, executed, to the City, each bound contract shall be accompanied by an original executed Performance and Labor and Materials Payment Bond, on forms provided by City. Bonds shall be written by a company approved by the City, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing complete and faithful performance of the Contract and payment of all bills of whatever nature which could become a lien against property and guaranteeing replacement of defective materials and workmanship for period of one (1) year after completion of work. Contractor's Performance Bond is attached as Exhibit C. Contractor's Labor and Material Payment Bond is attached as Exhibit D.
4. **COSTS NOT TO EXCEED:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).
5. **TERM and RENEWAL TERMS:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional



one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

6. **CONTRACTOR'S INSURANCE:** Contractor shall maintain, on a primary basis and at its sole expense, at all times during the life of this Contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to, and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- VIII.
- a. Workers' Compensation & Employers Liability. Contractor shall maintain Workers' Compensation insurance coverage in accordance with Missouri Revised Statutes or provide evidence of monopolistic state coverage with the following limits: \$500,000 policy limit for each accident, \$500,000 policy limit for each disease claim, and \$500,000 for each employee with a disease claim.
  - b. Commercial General Liability. Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate.
  - c. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
  - d. Business Auto Liability. Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
  - e. Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- f. The City of Columbia, its elected officials and employees are to be Additional Insureds with respect to the Project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least ten (10) days prior to the Effective Date of this Contract between Contractor and City. Contractor is required to maintain coverages as stated and required to notify City of a Carrier change or cancellation within two (2) business days. City reserves the right to request a copy of the policy. Contractor's insurance certificate is attached as Exhibit B.
  - g. The Parties hereto understand and agree that City is relying on, and does not waive or intend to waive by any provision of this Contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to City, or its elected officials or employees.
  - h. Failure to maintain the required insurance in force may be cause for termination of this Contract. In the event Contractor fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, City shall have the right to cancel and terminate this Contract without notice.
  - i. The insurance required by the provisions of this article is required in the public interest and City does not assume any liability for acts of Contractor and/or their employees and/or their subcontractors in the performance of this Contract.
7. **HOLD HARMLESS AGREEMENT:** To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence.
8. **PERMITS:** Contractor shall secure all necessary licenses and permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.
9. **PAYMENTS:** For each designated Project, Contractor will be allowed payment in accordance with the following schedule.
- a. Not later than thirty (30) days after receipt of invoice, City will make partial payment to Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the Project site and work performed at the Project site during the preceding calendar month by Contractor less any offsets or deductions authorized in this Contract or otherwise authorized by law, but City will retain five percent (5%) of the amount of each such estimate. Not later than



thirty (30) days after final tests and acceptance, City will make final payment of the retained five percent (5%). If, for any reason, City should delay testing and acceptance, then final payment shall be due and payable sixty (60) days after completion of all items of this Contract unless such tests and acceptance is delayed or withheld due to defective equipment or improper operation of the equipment supplied by Contractor.

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

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

d. Contractor shall pay:

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

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

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

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

1. Unsatisfactory job progress;

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

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

10. **EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary for a designated Project, City may issue to Contractor a written change order or contract amendment directing that such extra and/or additional work be done or that such change be made, and this Contract shall be modified accordingly. Compensation to Contractor will be calculated as an addition to or deduction from the Project Price based upon such written terms as may be established between the Parties either:
- a. by an acceptable lump sum proposal of Contractor; or
  - b. on a cost-plus limited basis not to exceed a specified limit.

In the event that none of the foregoing methods are agreed upon with Contractor, City may perform the work by force account.

11. **PATENTS:** Contractor shall protect City against all suits for patent infringement on materials, equipment, and methods used.
12. **DISCHARGE OF EMPLOYEES:** Any employee of Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job, shall, upon written notice from the City, be removed by Contractor and replaced by an employee with proper qualifications.
13. **ASSIGNMENT:** No assignment by Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of City and the Surety has

been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

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

services, programs, and activities governed by this Contract accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations. If this Contract involves construction work, the Project when completed shall comply with the requirements of the Americans with Disabilities Act and the regulations implementing the Act. Payment of funds under this Contract are conditional upon Contractor certifying to the City Manager in writing that it and the completed Project complies with the Americans with Disabilities Act and 28 CFR Part 35.

19. **MATERIAL AND WORKMANSHIP:** All materials provided by Contractor shall be new materials of high quality which shall give long life and reliable operation. All equipment shall be modern in design and shall not have been in prior service except as required by factory tests. The workmanship shall be of high quality in every detail.
20. **SPECIFICATIONS AND DRAWINGS:** Contractor shall keep at the job site a copy of the drawings and specifications and shall at all times give City and Engineer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the drawings and the specifications, the matter shall be promptly submitted to Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by Contractor without this determination shall be at Contractor's own risk or expense. Engineer shall furnish from time to time such detail drawings and other information as may be considered necessary, unless otherwise provided.
21. **REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTIONS:** Contractor shall be responsible for a period of one (1) year from and after the date of final acceptance by City of the Work on a designated Project covered by this Contract, for any repairs or replacements caused by defective materials, workmanship, or equipment which, in the judgment of the Engineer, shall become necessary during such period. Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten (10) days after receiving written notice that such repairs or replacements are necessary.  
  
If Contractor should neglect to begin such repairs or replacements within this period, or, in case of emergency, where in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be made by City and charged to Contractor.
22. **INTERFERENCE:** All work scheduled by Contractor shall be planned with the consent of the Engineer and shall not in any way interfere with any utility, highway, railroad, or private property unless consent is given by authorized representatives of City.
23. **NO THIRD-PARTY BENEFICIARY:** No provision of this Contract is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Contract.
24. **TERMINATION FOR DEFAULT:** City may, by written notice, terminate this Contract in whole or in part for failure of Contractor to perform any of the provisions thereof. In such event, Contractor shall be liable for damages, including the excess cost of procuring

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

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

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

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

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

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

27. **CONSTRUCTION SAFETY PROGRAM REQUIREMENTS:**

- a. Contractor shall require all on-site employees to complete the ten-hour safety training

program required pursuant to Section 292.675 RSMo, if they have not previously completed the program and have documentation of having done so. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the Project.

- b. Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection (a) shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project.
- c. Pursuant to Section 292.675 RSMo., Contractor shall forfeit as a penalty to City two thousand five hundred dollars (\$2,500.00) plus one hundred dollars (\$100.00) for each employee employed by Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections (a.) and (b.) have elapsed. City shall withhold and retain from the amount due Contractor under this Contract, all sums and amounts due and owing City as a result of any violation of this section.

28. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:**

Contractor shall comply with Missouri Revised Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor's completed affidavit and documentation related to its compliance with this Section 285.530 RSMo are contained in Exhibit I. Contractor shall require all subcontractors to observe the requirements of this section.

29. **SPECIFICATIONS:** Contractor shall perform all work on the designated Project in accordance the requirements set forth in the Scope of Work, attached as Exhibit A.

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

31. **AMENDMENT:** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

32. **GOVERNING LAW AND VENUE:** This Contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this

Contract, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

33. **GENERAL LAWS:** Contractor shall comply with all federal, state, and local laws, codes, rules, regulations, and ordinances.

34. **NOTICES:**

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

If to City:	If to Contractor:
City of Columbia	_____
Finance Department	_____
P.O. Box 6015	_____
Columbia, Mo 65205	Attn: _____
Attn: City Purchasing Agent	

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

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

35. **NATURE OF CITY'S OBLIGATIONS:** All obligations of the City under this Contract, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

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

Attachment/Exhibit Description

- A RFP containing City's Scope of Work and Project Specifications
- B Contractor's Insurance Certificate
- C Contractor's Performance Bond
- D Contractor's Labor & Material Payment Bond
- E Contractor's Affidavit for Final Payment
- F Final Receipt of Payment and Release
- G Missouri Division of Labor Standards Annual Wage Order
- H Affidavit of Compliance with Prevailing Wage Law

- I Everify/Work Authorization Affidavit
- J Contractor's Proposal and Pricing Dated \_\_\_\_\_

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

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

[SIGNATURE PAGES FOLLOW]



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

CITY OF COLUMBIA, MISSOURI

By:

\_\_\_\_\_  
Cale Turner, City Purchasing Agent

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged account \_\_\_\_\_ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

\_\_\_\_\_  
John Blattel, Director of Finance

CONTRACTOR  
(Seal)

\_\_\_\_\_ Contractor \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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

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

Contract Exhibit

# EXHIBIT A

*To be Inserted from the RFP*

Contract Exhibit

# EXHIBIT B

Contractor's Insurance Certificate

*To be Inserted from the RFP*

Contract Exhibit

# EXHIBIT C

Contractors Performance Bond



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, \_\_\_\_\_

\_\_\_\_\_ as Principal, hereinafter called Contractor, and \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

(SEAL)

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Surety Company

By: \_\_\_\_\_  
Attorney-in-Fact

By: \_\_\_\_\_  
Missouri Representative

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

Contract Exhibit

# EXHIBIT D

**Contractor's Labor and Material Payment Bond**

## LABOR & MATERIAL PAYMENT BOND

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

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

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

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



services need not be made by a public officer.

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

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

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

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

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

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY: \_\_\_\_\_

BY: \_\_\_\_\_ (Seal)

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Contract Exhibit

# EXHIBIT E

Contractor's Affidavit for Final Payment

AFFIDAVIT FOR FINAL PAYMENT

TO ALL WHOM IT MAY CONCERN:

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

Contractor Address City State

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

Name of Project

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

\_\_\_\_\_ DOLLARS.

Balance of said Contract

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

Contractor

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

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

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

(Notary Public)

Contract Exhibit

# EXHIBIT F

Final Receipt of Payment and Release

FINAL RECEIPT OF PAYMENT AND RELEASE

KNOW ALL PERSONS BY THESE PRESENTS, THAT:

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

\_\_\_\_\_  
(Project Title and Project Number)

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

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

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

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



Contract Exhibit

# EXHIBIT G

Missouri Division of Labor Standards Annual Wage  
Order

*To be Inserted from the RFP*

Contract Exhibit

# EXHIBIT H

**Affidavit of Compliance with Prevailing Wage Law**

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

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

State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_,  
(Name)

\_\_\_\_\_, of the \_\_\_\_\_,  
(Position) (Company Name)

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

\_\_\_\_\_  
(Name of Project)

located at \_\_\_\_\_ in

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of

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

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

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

\_\_\_\_\_.

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

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

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

\_\_\_\_\_  
(Notary Public)



Contract Exhibit

# EXHIBIT I

Everify/Work Authorization Affidavit

*To be Inserted from the RFP*

Contract Exhibit

# EXHIBIT J

Contractor's Proposal and Pricing

*To be Inserted from the RFP*

**TERM AND SUPPLY**

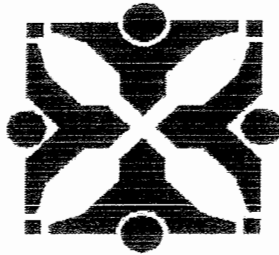
**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION  
SERVICES**

**RFQ # 44/2016**

**BID RESPONSE PACKET**

CITY OF COLUMBIA  
REQUEST FOR QUOTATION

**EARTH MOVING MAINTENANCE, REPAIR,  
REPLACEMENT AND NEW CONSTRUCTION SERVICES  
TERM & SUPPLY  
RFQ # 44/2016**



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

PROJECT MANAGER:  
TONEY LOWERY  
SENIOR PARKS PLANNER  
573-874-7537

PURCHASING CONTACT:  
MICHELLE SORENSEN, CPPB  
PROCUREMENT OFFICER  
573-874-6317

REQUEST FOR QUOTATION # 44/2016  
CLOSING DATE: 2:00 pm, CST, February 16, 2016

## TABLE OF CONTENTS

# EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION SERVICES

## TERM & SUPPLY

Bidding Information  
Notice to Bidders  
Bid Response information  
DBE  
Subcontracting  
Prevailing Wage  
Executive Order 12549 Regarding Debarment and Suspension  
Certification of Non-Resident/Foreign Contractors  
Non Collision  
Addendum(s)  
Validity of Bids  
Permits  
Work Authorization and Everify  
Statement of Bidders Qualifications  
Instructions To Bidders  
Reserves Rights/Awards

## EXHIBITS

- (A) Missouri Division of Labor Standards Annual Wage Order - #22
- (B) Everify/Work Authorization Affidavit
- (C) Statement of Bidders Qualifications

## APPENDIX

- 1 Sample Contract



## CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

### PLEASE READ THIS DOCUMENT IN ITS ENTIRETY

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

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

*Questions concerning this bid process may be directed to the City's Purchasing Division at 573-874-7376 or to Procurement Officer Michelle Sorensen at 573-874-6317, or by email to: [mdsorens@gocolumbiamo.com](mailto:mdsorens@gocolumbiamo.com).*



# CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT  
PURCHASING DIVISION

**NOTICE TO BIDDERS  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW CONSTRUCTION  
SERVICES  
TERM & SUPPLY  
RFQ# 44/2016**

Sealed bids will be received by the Purchasing Agent of the City of Columbia, Missouri, **BY ELECTRONIC BID PROCESS OR HARD PAPER COPY** at 701 E. Broadway, 5<sup>th</sup> Floor, Columbia, MO 65201 until: 2:00 pm, CST, February 16, 2016 for the bid referenced above to furnish all labor, materials, and equipment necessary to complete the project as described in the specifications.

**Pre-Bid Conference** There will be no pre-bid conference but bidders are welcome to call the Procurement Officer with any questions concerning this bid: Michelle Sorensen, Procurement Officer, 573-874-6317.

**Contract Documents:** Bidders shall review the sample contract attached as appendix 1. Any contract for this work shall include all terms set forth in the sample contract.

**Bonding: A Bid Bond It not required**

**Performance and Materials Bond:** On award of the contract, the successful contractor shall furnish a performance bond and a labor and material payment bond, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.

**Costs Not To Exceed:** Under no circumstances shall the amount of payment from the City to Contractor exceed the amount of one hundred thousand dollars and no cents (\$100,000.00).

**Term and Renewal Terms:** The initial Term shall be one (1) year from the Effective Date. Thereafter, the City may extend the Contract for up to four (4) additional one (1) year terms (each of which is a "Renewal Term"). No later than sixty (60) days before the expiration of the initial Term and before the expiration of any Renewal Term, City shall provide notice to Contractor of City's interest in extending the Contract for an additional term of one (1) year. If the Prevailing Wage Order has changed, City shall provide Contractor with the applicable Prevailing Wage order with its notice. Contractor shall within thirty (30) days provide City with Contractor's proposed pricing for the Renewal Term which shall include compliance with the applicable Prevailing Wage Order. If the Contractor's proposed pricing for the Renewal Term is acceptable to the City, the Parties shall execute a contract amendment for the Renewal Term. Under no circumstance shall the length of the Term plus all extended Renewal Terms exceed five (5) years and three (3) months.

**Prevailing Wages:** The City shall cause to be inserted in the contract a stipulation to the effect that not less than the prevailing hourly rate of wages, as found by the Missouri Division of Labor Standards, shall be paid to all workers performing work under the contract. The contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the contract.

Michelle Sorensen, Procurement Officer



**BID RESPONSE  
EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES**

**TERM & SUPPLY**

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

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

**SECTION I**

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

**Scope of Work**

The City of Columbia's Parks and Recreation Department is seeking bids to provide heavy equipment services and operator at an hourly rate. The City usually has multiple projects where rough and final earthwork is required. Equipment which may be needed to perform this work includes but is not limited to:

- Dozer
- Motor Grader
- Skidsteer Loader
- Excavator
- Track Loader and/or Scraper
- Mini Excavator

Typical projects include:

- General site grading from ½ acre to fifteen acres
- Ballfields with precise grades
- Building, road and parking lot base preparation including the installation of base rock and roll stone
- Six to twelve foot wide walks and trails typically to ADA standards
- Construction and renovation of ponds, lakes, wetlands and dams
- Installation of stormwater pipe, inlets and flares
- Construction of stormwater BMPs (within a project and as standalone items) such as rock checks, berms swales and detention/retention traps



All materials will be furnished by the City of Columbia. Examples include: rock, pipe, culverts, geotextile fabric, etc.

Projects shall be completed to level where Department or other contractors may begin work with a minimum of finish grading.

Projects may be located throughout the City of Columbia. It is estimated that a minimum of 200 hours of earthwork will be required on projects. Successful bidder will be required to submit work estimates and time availability to begin work as projects are presented.

Parks and Recreation typically has multiple development projects occurring at the same time. Project Managers for each project will coordinate schedules with the awarded contractor(s). A project schedule with upcoming projects will typically be provided as far in advance as possible. However, at times priorities may change and the contractor(s) will need to mobilize to another project site.

Work may be performed on a site that is open to the public and may be heavily visited by the public. Equipment, any construction materials and any maintenance materials must be left in a manner that will be safe for the public. Note that work around the public may be necessary at times. Daily cleanup of any trash or discarded materials is required.

If the Contractor fails to clean up during construction or at the completion of the work, the City of Columbia Parks and Recreation Department may do so and the cost thereof shall be charged to the contractor.

Evaluation will be based on qualifications, equipment offered, references, response time and pricing.

The City anticipates awarding this contract to a primary and a secondary contractor.

Contract may be utilized by all departments within the City of Columbia with projects located throughout the City.

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
1	Mobilization - from "home" location	LS	1	
2	Indicate rate per hour for operator and equipment. - Dozer	Straight Time	1	
3	Indicate rate per hour per operator and equipment - Motor Grader	Straight Time	1	
4	Indicate rate per hour per operator and equipment. - Skidsteer	Straight Time	1	
5	Indicate rate per hour per operator and equipment. - Excavator	Straight Time	1	
6	Indicate rate per hour per operator and equipment. - Track Loader	Straight Time	1	
7	Indicate rate per hour per operator and equipment. - Scraper	Straight Time	1	
8	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
9	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
10	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
11	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
12	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Straight Time	1	
13	Indicate rate per hour for operator and equipment. - Dozer	Overtime	1	
14	Indicate rate per hour per operator and equipment - Motor Grader	Overtime	1	
15	Indicate rate per hour per operator and equipment. - Skidsteer	Overtime	1	
16	Indicate rate per hour per operator and equipment. - Excavator	Overtime	1	
17	Indicate rate per hour per operator and equipment. - Track Loader	Overtime	1	
18	Indicate rate per hour per operator and equipment. - Scraper	Overtime	1	
19	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
20	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
21	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
22	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	
23	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Overtime	1	

ITEM NO.	ITEM DESCRIPTION	UNITS	QTY	TOTAL COST
24	Indicate rate per hour for operator and equipment. - Dozer	Emergency, Holiday and Weekends	1	
25	Indicate rate per hour per operator and equipment - Motor Grader	Emergency, Holiday and Weekends	1	
26	Indicate rate per hour per operator and equipment. - Skidsteer	Emergency, Holiday and Weekends	1	
27	Indicate rate per hour per operator and equipment. - Excavator	Emergency, Holiday and Weekends	1	
28	Indicate rate per hour per operator and equipment. - Track Loader	Emergency, Holiday and Weekends	1	
29	Indicate rate per hour per operator and equipment. - Scraper	Emergency, Holiday and Weekends	1	
30	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
31	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
32	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
33	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	
34	Indicate rate per hour per operator and equipment. - Name additional piece of equipment	Emergency, Holiday and Weekends	1	

35	Are you willing to accept an award as a primary and/or Secondary contractor	Yes/no	1	
36	Indicate number of calendar days you will be able to begin work on any given project after receiving notice from the City	# of days	1	

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

PROVIDE EQUIPMENT TYPE, MAKE, MODEL, HP/CAP, AND YEAR

ITEM NO.	EQUIPMENT TYPE	MAKE	MODEL	HP/CAP
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				

SECTION II

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

2.2 **Subcontracting** If bidder proposes to use subcontractors for this project, bidder shall supply the information below for each subcontractor bidder proposes to use on the project. This information shall be submitted no later than three business days after bid closing.

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

2.3 **Prevailing Wages** All workers (subcontractors included if used) are to be paid not less than the prevailing hourly rate of wages as found by the State of Missouri's Division of Labor Standards, Annual Wage Order #22 (exhibit A). If bidder declares exemption from Prevailing Wage requirements, provide documentation with bid response.

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

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

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

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

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

SECTION III

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

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

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

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

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

**3.5 WORK AUTHORIZATION AND EVERIFY:** Exhibit B must be filled out and included in response submission. Including a copy of company Everify

**3.6 STATEMENT OF BIDDERS QUALIFICATIONS:** Exhibit C must be filled out and included in response submission

SECTION IV

**4.1 INSTRUCTIONS TO BIDDERS**

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

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

Exceptions to Specifications – Pages:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Bidder shall visit the work site and inform themselves of the conditions under which the work is to be performed concerning the work site, the nature of the equipment, the obstacles which may be encountered, the work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself because of their failure to have so informed themselves prior to the bidding. The successful contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

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

The contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing, to the materials and equipment with which the work of the contract is to be done. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the acceptance of the project.

Bidder shall visit the site of the work and completely inform themselves with regard to construction hazards and procedures, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may, at the option of the City, be rejected as irregular. Bids will be evaluated by the City based on, but not limited to, the following criteria: cost, bidder qualifications and experience, and items required for completion.

**4.3 BONDING:** Bid bond is not required to be submitted

On award of the contract, the successful contractor shall furnish a **performance bond** and a **labor and material payment bond**, each for one hundred percent (100%) of the anticipated annual contract amount of one hundred thousand dollars (\$100,000.00), guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract. **The Surety Company issuing the bonds must be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide.**

If any person submitting a bid for this contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, that person may submit to the Engineer a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum



duly issued or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids shall be plainly headed with the name and address of the Bidder and the post office address. In case the bid is made by a corporation, the same shall be signed by a legally authorized agent of the corporation. The envelope containing the bids shall be sealed and plainly marked as a bid for:

#### **4.4 INSURANCE REQUIREMENTS:**

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

**Workers' Compensation & Employers Liability:** Contractor shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.

**Commercial General Liability:** Contractor shall maintain Commercial General Liability at a limit of not less than \$2,000,000 Each Occurrence, \$3,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Auto Liability:** Contractor shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event contractor does not own automobiles, contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

The City, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the contract between the contractor and the City. Contractor is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.

The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of the contract, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.

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

*Bid No. 44/2016 EARTH MOVING MAINTENANCE, REPAIR AND REPLACEMENT AND NEW  
CONSTRUCTION SERVICES*

SECTION V

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

**BIDDERS SIGNATURE:**

Firm \_\_\_\_\_

Individual \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email: \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO VENDORS

### Sections 285.525 To 285.550 RSMo.

Pursuant to section 285.530 (1) RSMo., No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity 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. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:  
<http://www.dhs.gov/e-verify>

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

County of \_\_\_\_\_ )  
  )SS.  
State of \_\_\_\_\_ )

My name is \_\_\_\_\_, I am an authorized agent of \_\_\_\_\_ (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

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

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Printed Name

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

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

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

\_\_\_\_\_  
(Notary Public)

## STATEMENT OF BIDDER QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_
3. Date Organized: \_\_\_\_\_
4. Date Incorporated: \_\_\_\_\_
5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number. Type of Business: \_\_\_\_\_ Federal Tax ID # \_\_\_\_\_
6. Number of years engaged in contracting business under present firm name: \_\_\_\_\_
7. If you have done business under a different name, please give that name and location:  
\_\_\_\_\_
8. Percent (%) of work done by own staff: \_\_\_\_\_%
9. Have you ever failed to complete any work awarded to your company? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_  
If so, where and why? \_\_\_\_\_  
\_\_\_\_\_
11. List a minimum of three recent projects completed within the last three years for same type as the work described herein, including value of each. Include contact names, telephone numbers and location of work performed. Use separate sheet if necessary.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress. Include same information as in Item 11 above. Please use a separate sheet if necessary:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 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:

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

**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.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 684 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts** opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts** opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Disregarded entity not owned by an individual	The owner
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 3332	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup>List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

Call the IRS at 1-800-829-1040 if you think your identity has been used inappropriately for tax purposes.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS personal property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.consumer.gov/idtheft](http://www.consumer.gov/idtheft) or 1-877-IDTHEFT(438-4338).

Visit the IRS website at [www.irs.gov](http://www.irs.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/18/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Rollins-Vandiver-Digges, Inc. CONTACT NAME: Mary Davidson. PHONE: 573-875-4800. FAX: 573-875-4514. E-MAIL: mdavidson@theinsurancegrp.com. INSURER(S) AFFORDING COVERAGE: UNITED FIRE & CASUALTY CO., CINCINNATI INSURANCE COMPANY, MISSOURI EMPLOYERS MUTUAL INS.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, Excess Liab, and Leased/Rent Eqp.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 44/216 Earth Moving Services. County of Boone is an additional insured for general liability as their interest may appear. Umbrella liability follows form.

CERTIFICATE HOLDER: County Of Boone, C/O Boone County Purchasing, 613 E Ash St, Columbia, MO 65201. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Mary Q Davidson

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.

*C. L. Richardson Construction Co., Inc.*

*DAVE Richardson, Vice President*

\_\_\_\_\_  
Name and Title of Authorized Representative

*Dave Richardson*

\_\_\_\_\_  
Signature

*4/18/16*

\_\_\_\_\_  
Date

**(Please complete and return with Contract)**



Company ID Number: 177491

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **C. L. Richardson Construction Company, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### A. RESPONSIBILITIES OF SSA

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



Company ID Number: 177491

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

Employer **C. L. Richardson Construction Company, Inc.**

**Charles Richardson**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/08/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/08/2009

Date

Company ID Number: 177491

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

Name:	<b>Debbie A Crump</b>	Fax Number:	<b>(573) 657 - 1078</b>
Telephone Number:	<b>(573) 657 - 9557</b>		
E-mail Address:	<b>crumpd_clr@yahoo.com</b>		
Name:	<b>Charles L Richardson</b>	Fax Number:	<b>(573) 657 - 1078</b>
Telephone Number:	<b>(573) 657 - 9557</b>		
E-mail Address:	<b>crumpd_clr@yahoo.com</b>		



# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

June

20

16

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

Now on this day the County Commission of the County of Boone does hereby approve the attached Professional Services Contract 34-04APR16C with LiftOff, L.L.C., for Guided Deployment Services for migration to Office 365.

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

Done this 14th day of June, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

283-2016

# Boone County Purchasing

**Melinda Bobbitt, CPPO**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Melinda Bobbitt, CPPO, CPPB  
DATE: June 6, 2016  
RE: Professional Services Contract – 34-04APR16C – *Guided Deployment Services with LiftOff*

Attached for signature is a professional services contract for Guided Deployment Services for migration to Office 365 with LiftOff, L.L.C. of Crofton, Maryland.

This vendor will help our Information Technology department with migration to Office 365. Cost of services is \$2,000 and will be paid from department 1170 – Information Technology, account 71101 – Professional Services. \$5,000 is budgeted.

cc: Contract File  
Aron Gish, IT

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made effective as of April 28, 2016 by and between LiftOff, LLC of 1667 Patrice Circle, Crofton, MD 21114 and Boone County, Missouri ("Client") of 801 East Walnut, Room 220, Columbia, MO 65201. Therefore, the parties agree as follows:

### 1. Background, Intent, and Relationship

The purpose of this Agreement is to establish the terms and conditions governing the contractual relationship between the parties. Nothing in this Agreement shall be interpreted or construed as (1) creating or establishing a partnership, joint venture or similar business relationship between the parties; (2) creating or establishing an exclusive relationship between the parties, or (3) creating or establishing any employment relationship between the parties, which hereby acknowledge that LIFTOFF is an independent contractor under this Agreement.

### 2. Statements of Work

All services performed under this Agreement will be specified in a Statement of Work ("SOW") to be prepared for each engagement and signed by the parties. The initial SOW is incorporated in this Agreement as Exhibit A, attached hereto. To the extent that any term contained in the SOW may be contradictory to any term contained in this Agreement, the parties agree that the SOW shall govern.

It is agreed that the terms and conditions of this Master Agreement shall govern with respect to the services to be provided to Client by LIFTOFF, in accordance with each SOW executed by the parties. Each SOW shall become an Addendum to this Master Agreement. The terms of this Master Agreement will be incorporated into each SOW by reference.

### 3. Professional Services Agreement

This Agreement is for the performance of professional services only. LIFTOFF reserves the right to incorporate any techniques, skills, and/or procedures known or acquired from this or any other project into this or any future professional services engagements. Any such techniques, skills, or procedures remain the sole intellectual property of LIFTOFF, and may be used in any contemporaneous or future professional services engagements for this or any other Client, without limitation.

This is not a Work for Hire agreement. LIFTOFF does not sell, assign or transfer ownership of any intellectual property used or developed by LIFTOFF in the performance of any services for the Client pursuant to this Agreement. Nothing contained herein or in any SOW hereunder shall be construed or interpreted as any such sale, transfer, conveyance or assignment of any right, title or interest by LIFTOFF in any of its intellectual property.

### 4. Invoice Remittance

Invoice payments must be sent to the LIFTOFF main office: 1667 Patrice Circle, Crofton, MD 21114. The LIFTOFF Federal ID number is: 27-1914176.

Payment terms are specified on the SOW. Payments are considered late on the 30<sup>th</sup> day after the due date. Late payments will incur a 2% late payment fee for each block of 30 or fewer days overdue (payments 30-60 days overdue will be assessed a 2% fee,

payments 60-90 days overdue will be assessed a 4% fee, etc.) or that which is allowed by law (9% per annum).

### 5. Expenses

In addition to the charges for services as described above and with prior approval of the Client, the Client shall reimburse LIFTOFF for all reasonable and necessary expenses (including travel, lodging, travel meals, and other related costs) incurred in the course of performing services under this Agreement.

### 6. Confidentiality

Customer and Client acknowledge that, by reason of this Agreement, each may have access to certain information and materials concerning the others business, plans, customers, technology and products that are confidential. Such information and materials are of substantial value to each party, which value would be impaired if such information were disclosed to third parties. Neither party shall disclose to third parties, or use in any way for its own account or for the account of any third party, any such confidential information disclosed as a result of this Agreement.

### 7. Termination of Agreement

This Agreement shall be in effect until such time as all services have been fully performed by LIFTOFF and all invoices have been fully paid by the Client. This agreement may be terminated by either party for convenience upon sixty (60) days prior written notice. Termination by client for convenience will result in charges for all in-process work. Upon termination of this Agreement for any reason, Sections 3, 6, 0, 8 will survive and bind the parties in their entirety.

### 8. Non-Solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, neither party will, either directly or indirectly, solicit for employment by itself (or any of its affiliates) any employee of the other party (or any of its affiliates), unless the hiring party obtains the written consent of the other party.

### 9. Governing Law/Jurisdiction

This contract will be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflict of laws provisions.

### 10. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

### 11. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered as of the date delivered via facsimile, overnight mail or United States certified or registered mail, addressed as follows:

Boone County, MO  
801 East Walnut, Room 220  
Columbia, MO 65201

LiftOff, LLC  
Ron Braatz, President  
1667 Patrice Circle  
Crofton, MD 21114

Such address may be changed from time to time by either Party by providing written notice to the other in the manner set forth above.

**12. Credit and Public Awareness**

The Client further agrees to allow LIFTOFF to take public recognition of its engagement through the use of press releases, Internet postings, competition entries or other communication materials. This awareness will not violate any confidentiality provisions of this agreement, nor will it disclose any financial terms

of the engagement without the prior written consent of the Client.

**13. Waiver**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**14. Entire Agreement**

This Agreement and the referenced SOW constitute the entire agreement between the parties, and supersede all prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by both parties. There are no representations or commitments relied upon by either party not contained herein.

IN WITNESS WHEREOF, the parties have caused their authorized representatives to execute this Agreement as of the Effective Date.

LiftOff, LLC

Boone County, Missouri

By: Ron Braatz 6/1/16  
Ron Braatz Date  
President

By: [Signature] 6-14-16  
Name: \_\_\_\_\_ Date  
Title: \_\_\_\_\_

*Legal Form Approved  
by: [Signature]  
Assistant Boone County Counselor.*

**CERTIFICATION:**  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of such appropriation sufficient to pay the costs arising from this contract.  
[Signature] 6/6/16 1170-7101  
Auditor by \_\_\_\_\_ Date

---

## Exhibit A – Initial Statement of Work

### 1. Work to Be Performed

- 1.1. LIFTOFF will provide **Guided Deployment Services** focused on the migration to the Office 365 solution. Specifically, the work will:
  - 1.1.1. Consist of an overall **“Coach/Mentor” approach**, where LiftOff will work with your IT Staff to determine the best approach for the migration and train your IT Staff on the new Microsoft Office 365 system.
  - 1.1.2. Consist of an **Assessment process** where we will complete an analysis of the current email environment and ensure that requirements are captured, core functionality is reviewed, and details for the migration are discussed and reviewed. This will be conducted via phone and typically takes 2-3 hours to complete.
  - 1.1.3. Consist of **Setup and Pre-Staging in the Office 365 Admin Console** where we will get the domain added, updated, and verified, and the users imported into the cloud system.
  - 1.1.4. Consist of identifying, testing, and implementing the **optimal email migration tools and strategies**. This does not include the setup or configuration of ADFS or long-term hybrid co-existence migration scenarios.
  - 1.1.5. Consist of consulting to deploy the Microsoft “AD Connect” tool for user and password sync.
  - 1.1.6. Consist of **migration wrap-up support** to include modifying the MX record and verifying mail flow.
  - 1.1.7. Consist of consulting on the best way to download and install **Office ProPlus** for a few users (if applicable).
  - 1.1.8. Consist of consulting on the best way to install and configure **Skype for Business** for a few users (if applicable).
  - 1.1.9. Require that the client assign LiftOff, LLC as the **Partner of Record** for a period of 24 months once the solution is purchased. Instructions for this will be provided. LiftOff’s Partner ID number is 2823664.
  - 1.1.10. Conclude with a **Project Close-Out** consisting of tips for managing Microsoft support post-deployment and instructions for reviewing LiftOff’s performance in the Microsoft Pinpoint System.
  - 1.1.11. **Thirty days of post deployment support will be provided by LIFTOFF. Any additional consulting/support/training can be billed hourly or through a separate contract.**
- 1.2. LIFTOFF will provide an **“Office 365 Workshop”** via phone with Client. Specifically, the work will include **mini-training sessions on:**
  - 1.2.1. The Office 365 Admin Center (OAC) and the Exchange Admin Center (EAC)
  - 1.2.2. Exchange Online Protection (EOP)
  - 1.2.3. PowerShell functionality within Office 365
- 1.3. Include the initial setup of **SharePoint Online** (if applicable) for a few users to include adding users and basic branding (logo, colors). **Advanced SharePoint development including data migration requires a separate contract.**
- 1.4. Provide copies of **planning materials and communications** including the Microsoft Office 365 Deployment Guide, LiftOff proprietary training material and prepared staff template communiques, and other migration literature as necessary.
- 1.5. This Statement of Work will commence upon acceptance of documents on dates negotiated between LIFTOFF and Client.

### 2. Investment & Payment Structure

- 2.1. **The cost of the services outlined in Section 1 above is \$2,000.00. The Fast-Track funding will pay LIFTOFF \$6,405.00. This is the client cost and has already factored in any incentives or promotions. This pricing is valid for 30 days past the date identified in section 3.1. Invoicing is done after the Assessment Process (1.1.2) and terms are Net 30. All subscription software is licensed directly with Microsoft.**
  - 2.1.1. This reduced pricing is contingent on the following factors:
    - 2.1.1.1. The client must fully qualify for the Fast-Track Deployment Offer.
    - 2.1.1.2. **The client must purchase at least 427 “qualifying” Office 365 licenses.** Instructions for this will be provided.
    - 2.1.1.3. The client acknowledges that the Office 365 Microsoft Partner, LiftOff LLC, may receive payments from Microsoft as a result of the consulting done with LIFTOFF.

2.2. Migration Wiz Premium, multi-pass licenses are required for this project. These licenses typically cost \$11.99/user. The cost of 427 licenses is \$5,119.73. Boone County will acquire the 427 needed licenses. If more licenses are determined to be needed, Boone County will be responsible for providing the additional licenses.

**3. General Terms and Conditions**

3.1. This Statement of Work will be bound by the terms of the Master Services Agreement between LIFTOFF & Client dated April 28, 2016, to which this Initial Statement of Work is attached as Exhibit A.

**4. Signature**

Agreed and Accepted by:

**LiftOff, LLC**

**Boone County, Missouri**

By:

Ron Braatz                      6/14/16  
Ron Braatz                      Date  
President

By:

David K. [Signature]                      6-14-16  
Name:                                      Date  
Title:

# CERTIFIED COPY OF ORDER

STATE OF MISSOURI

June Session of the April Adjourned

Term. 20 16

County of Boone

} ea.

In the County Commission of said county, on the

14th

day of

June

20

16

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

Now on this day the County Commission of the County of Boone does hereby award bid 24-19MAY16 – Evert School Road/Trimble Road/Conrad Road Drainage Structure Improvement to Brauer Construction, LLC of Syracuse, MO.

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

Done this 14th day of June, 2016.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill  
Presiding Commissioner

Karen M. Miller

Karen M. Miller  
District I Commissioner

Janet M. Thompson

Janet M. Thompson  
District II Commissioner

284-2016

# Boone County Purchasing

**Melinda Bobbitt, CPPB**  
Director of Purchasing



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

---

## MEMORANDUM

TO: Boone County Commission  
FROM: Phil Fichter  
DATE: June 9, 2016  
RE: 24-19MAY16-Evert School RD/Trimble RD/Conrad RD Drainage  
Structure Improvement

24-19MAY16-Evert School RD/Trimble RD/Conrad RD Drainage Structure Improvement opened on May 19, 2016. Four bids were received. Resource Management recommends award by low bid to Brauer Construction, LLC of Syracuse Missouri.

Cost of the contract is \$195,425.00. There will be a 10% contingency of \$19,542.50 added for a Purchase Order total of \$214,967.50 which will be paid from department 2041 – Resource Management Infrastructure Preservation/Rehabilitation, account 71202 – Contractor Costs. The engineer's estimate was \$211,095.00.

att: Bid Tab

cc: Jeff MCann, Resource Management  
Bid File



**CONTRACT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the County of Boone through the Boone County Commission (hereinafter referred to as the Owner), and **Brauer Construction, LLC**, (hereinafter referred to as the Contractor).

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

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

**BID NUMBER 24-19MAY16  
EVERT SCHOOL RD/TRIMBLE RD/CONRAD RD DRAINAGE STRUCTURE IMPROVEMENT  
BOONE COUNTY, MISSOURI**

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

<b><u>Description</u></b>	<b><u>Price</u></b>
Work Area #1- Evert School RD	\$ 98,025
Work Area #2-Trimble RD	\$ 48,805
Work Area #3-Conrad RD	\$ 48,595
<b>TOTAL</b>	<b>\$195,425</b>

The contract award for Boone County's Evert School RD/Trimble RD/Conrad RD Drainage Structure Improvement is to **be in the amount of \$195,425**

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

Notice to Bidders  
 Bid Form  
 Instructions to Bidders  
 Bid Response  
 Certification Regarding Debarment  
 Work Authorization Certification  
 Statement of Bidders Qualifications  
 Anti-Collusion Statement  
 Signature and Identity of Bidder  
 Bidders Acknowledgment  
 Insurance Requirements  
 Contract Conditions  
 Sample Contract Agreement  
 Performance Bond, bonds must be filled out and returned within 15 days of the date of this contract.  
 Labor & Material Payment Bond, the real bonds must be filled out and returned within 15 days of the date of this contract.

Affidavit - OSHA Requirements  
Affidavit - Prevailing Wage  
Contractor's Affidavit Regarding Settlement of Claims  
General Specifications  
Technical Specifications  
Special Provisions / Project Notes  
State Wage Rates-Annual Wage Order #22  
Boone County Standard Terms and Conditions  
Project Plans and/or Details  
US Army COE Nationwide Permit Conditions  
Soil Boring Logs

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

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

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

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

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

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

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

The contractor agrees that he will comply with all federal, state, and local laws and regulations and ordinances and that he/she will comply and cause each of his/her subcontractors, and directives pertaining to

nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

The Contractor expressly warrants that he/she has employed no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract price demand by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and that the Owner may retain to its own use from any sums due to or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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

284-2016

The Owner agrees to pay the Contractor in the amount: **\$195,425.00.**

**One Hundred Ninty Five Thousand, Four Hundred Twenty Five Dollars and Zero Cents (\$195,425.00)**

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

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on 6-14-16  
at Columbia, Missouri. (Date)

CONTRACTOR:  
**BRAUER CONSTRUCTION, LLC**

By: [Signature]  
Authorized Representative Signature

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

By: Chris M Brauer  
Authorized Representative Printed Name  
Title: Managing member

Approved as to Legal Form:

ATTEST:

By: [Signature]  
Boone County Counselor

Wendy S. Noren  
Wendy Noren, County Clerk

AUDITOR CERTIFICATION

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

James E. Pitchford  
Signature by cy

6/9/16  
Date

2041 / 71202 - \$195,425.00

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

**BID FORM**  
**EVERT SCHOOL RD/TRIMBLE RD/CONRAD RD DRAINAGE STRUCTURE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
<b>Work Area #1 - Evert School Road</b>				
MOBILIZATION	1	LS	\$	\$ 2500
CONSTRUCTION STAKING	1	LS	\$	\$ 750
TRAFFIC CONTROL	1	LS	\$	\$ 1100
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$ 450	\$ 1800
EROSION CONTROL	1	LS	\$	\$ 1500
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$ 2500
SITE CLEARING AND GRUBBING	1	LS	\$	\$ 1000
REMOVALS	1	LS	\$	\$ 2000
BANK GRADING AND SHAPING	1	LS	\$	\$ 1000
12" THICK AGGREGATE ROADWAY PATCH	104	SY	\$ 10	\$ 1040
ROCK EXCAVATION	20	CY	\$ 100	\$ 2000
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$ 100	\$ 2000
12'Wx5'H PRECAST REINF. CONCRETE BOX CULVERT W/BEVELED ENDS	66	LF	\$ 1100	\$ 72,600
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	167	CY	\$ 25	\$ 4,175
WOVEN WIRE FENCE W/2 STRAND BARBED WIRE TOP	71	LF	\$ 10	\$ 710
WATER GAP	1	EA	\$	\$ 500
TEMPORARY FENCE	170	LF	\$ 5	\$ 850
<b>Subtotal Work Area #1</b>				<b>98,025</b>
<b>Work Area #2 - Trimble Road</b>				
MOBILIZATION	1	LS	\$	\$ 2500
CONSTRUCTION STAKING	1	LS	\$	\$ 750
TRAFFIC CONTROL	1	LS	\$	\$ 1100
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$ 450	\$ 1800
EROSION CONTROL	1	LS	\$	\$ 1500
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$ 2500
SITE CLEARING AND GRUBBING	1	LS	\$	\$ 1000
REMOVALS	1	LS	\$	\$ 2000
BANK GRADING AND SHAPING	1	LS	\$	\$ 1000
12" THICK AGGREGATE ROADWAY PATCH <i>unit - 10</i>	100	SY	\$ <del>10</del>	\$ 1000
ROCK EXCAVATION	20	CY	\$ 100	\$ 2000
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$ 100	\$ 2000
120" CMP PIPE ARCH (10 GA. 3x1 ALUMINIZED W/SQUARE ENDS)	72	LF	\$ 340	\$ 24480

**BID FORM**  
**EVERT SCHOOL RD/TRIMBLE RD/CONRAD RD DRAINAGE STRUCTURE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
120" CMP PIPE ARCH CONNECTING BAND - 4' WIDE	1	EA	\$	\$ 1300
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	93	CY	\$ 25	\$ 2325
WOVEN WIRE FENCE W/2 STRAND BARBED WIRE TOP	45	LF	\$ 10	\$ 450
WATER GAP	1	EA	\$	\$ 500
TEMPORARY FENCE	120	LF	\$ 5	\$ 600
<b>Subtotal Work Area #2</b>				48,805
<b>Work Area #3 - Conrad Road</b>				
MOBILIZATION	1	LS	\$	\$ 2500
CONSTRUCTION STAKING	1	LS	\$	\$ 750
TRAFFIC CONTROL	1	LS	\$	\$ 1100
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$ 450	\$ 1800
EROSION CONTROL	1	LS	\$	\$ 1500
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$ 2500
SITE CLEARING AND GRUBBING	1	LS	\$	\$ 1000
REMOVALS	1	LS	\$	\$ 2000
BANK GRADING AND SHAPING	1	LS	\$	\$ 1000
12" THICK AGGREGATE ROADWAY PATCH	105	SY	\$ 10	\$ 1050
ROCK EXCAVATION	20	CY	\$ 100	\$ 2000
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$ 100	\$ 2000
108" CMP PIPE ARCH (12 GA. 3x1 ALUMINIZED W/SQUARE ENDS)	64	LF	\$ 360	\$ 23040
108" CMP PIPE ARCH CONNECTING BAND - 4' WIDE	1	EA	\$	\$ 900
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	137	CY	\$ 25	\$ 3425
WOVEN WIRE FENCE W/2 STRAND BARBED WIRE TOP	83	LF	\$ 10	\$ 830
WATER GAP	1	EA	\$	\$ 500
TEMPORARY FENCE	140	LF	\$ 5	\$ 700
<b>Subtotal Work Area #3</b>				48,595
<b>Bid Total (Work Area #1 + Work Area #2 + Work Area #3)</b>				<b>\$195,425</b>



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

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

DATE

ADDENDUM NUMBER

---

---

---

COMPANY NAME: Brauer Construction LLC

ADDRESS: 205 West High

CITY, STATE, ZIP: Syracuse Md 65354

PHONE NUMBER: 660-298-3390

AUTHORIZED REPRESENTATIVE: Chris Brauer

TITLE: Managing member

SIGNATURE: Chris Brauer

Prompt Payment Terms: X

Will you accept automated clearinghouse (ACH) for payment of invoices? yes

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

Schultz Crane

---

---

---

## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

## BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: Everett School Rd / Trimble Rd / Conrad Rd Drainage  
*improvement*

Project No.: 24-19 MAY 16

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

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

### SECTION I

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

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

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

### SECTION II

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

**SECTION III**

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

**SECTION IV**


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

**SECTION V**

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

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

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

Firm Name: Brauer Construction LLC  
By:  (Signature)  
Chris M Brauer (Print or Type Name)  
Title: managing member  
Address: 205 West High  
City, State, Zip: Syracuse MO 65354  
Phone: 660-298-3390  
Fax: 660-298-3485  
Date: 05-19-16

(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.

Chris M Brauer - Managing Member  
Name and Title of Authorized Representative

Chris M Brauer  
Signature

05-19-16  
Date

**COUNTY OF BOONE-MISSOURI**  
**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

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

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

An Affirmative Action/Equal Opportunity Institution





## CERTIFICATION OF INDIVIDUAL BIDDER

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

- \_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- \_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- \_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

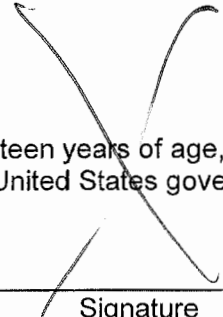
\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )



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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

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

My Commission Expires:

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: Boauer Construction LLC
2. Business Address: 205 West High  
Syracuse MO 65354
3. When Organized: 09-23-93
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
LLC 43-1653359
6. Number of years engaged in contracting business under present firm name:  
22
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: 95
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NO
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: We  
Are currently doing private work - Non contract
12. List of projects currently in progress: Allen Stahl - underground  
outlet terraces

\* Attach additional sheets as necessary \*

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Moniteau

Chris M Brauer, being first duly sworn, deposes and

says that he is Managing Member  
(Title of Person Signing)

of Brauer Construction LLC  
(Name of Bidder)

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

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

By Chris M Brauer

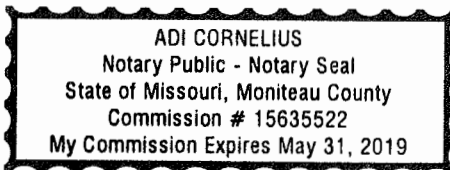
By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this 19 day of May, 2016

Adi Cornelius  
Notary Public

My Commission Expires 5/31/19



## SIGNATURE AND IDENTITY OF BIDDER

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

( ) sole individual    ( ) partnership    (X) LLC  
( ) corporation, incorporated under laws of the state of \_\_\_\_\_  
( ) other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Chris Brauer  
Russell Wolf  
\_\_\_\_\_

Address of each:

400 West Cooper Tipton  
508 West Morgan Tipton  
\_\_\_\_\_

doing business under the name of:

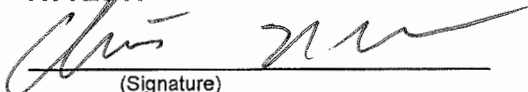
\_\_\_\_\_  
(If using a fictitious name, show this  
name above in addition to legal names)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

ATTEST:

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

Dated 05-19, 2016.

Chris M Brauer - managing member  
\_\_\_\_\_  
(Print Name and Title)

### NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

# BIDDER'S ACKNOWLEDGMENT

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

State of Missouri

County of Moniteau

On this 19 day of MAY, 20 16

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

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

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

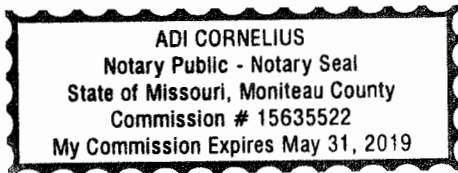
(if a corporation) that he is the managing member  
President or other agent

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

Witness my hand and seal at 19<sup>th</sup> May 2016 the day and year first above written.

(SEAL) Adi Cornelius Notary Public

My Commission expires 5/31/19, 20   .



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Brauer Construction LLC  
205 W. High  
Syracuse, MO 65354

### SURETY:

(Name, legal status and principal place of business)

Old Republic Surety Company  
1503 42nd Street, Ste 100  
West Des Moines, IA 50266

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

### OWNER:

(Name, legal status and address)

Boone County Commission  
613 East Ash Street  
Columbia, MO 65201

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

**BOND AMOUNT:** \$ Five Percent of Amount Bid (5%)

### PROJECT:

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

Replacing Culvert Pipes at 3 County Road Locations

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

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

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

Signed and sealed this 19th day of May

2016

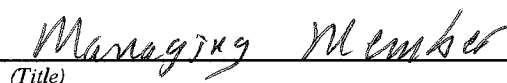


(Witness)

Brauer Construction LLC

(Principal)

(Seal)

  
(Title)

  
(Witness)

Old Republic Surety Company

(Surety)

(Seal)

  
(Title)

Kris Copra, Attorney-in-Fact





# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KRIS COPRA, LOUIS A. LANDWEHR, DARLA A. VELTROP, OF JEFFERSON CITY, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS(\$500,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.


RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 28TH day of JANUARY, 2016.

OLD REPUBLIC SURETY COMPANY

  
Assistant Secretary

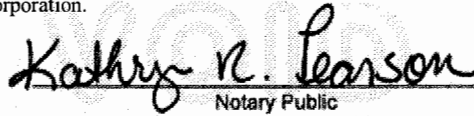


  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 28TH day of JANUARY, 2016., personally came before me, Alan Pavlic and Jane E. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



  
Notary Public  
My commission expires: 9/28/2018

### CERTIFICATE


I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

(Expiration of notary commission does not invalidate this instrument)

40-2559

Signed and sealed at the City of Brookfield, WI this 19th day of May, 2016.



  
Assistant Secretary



WINTER-DENT & CO.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



TO BE ATTACHED TO ALL MISSOURI  
POLICIES AND CONTRACTS

Old Republic Surety Company  
1503 42nd Street, Suite 100  
West Des Moines, IA 50266



9981B1S1007

## INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form .....	2.1-2.3
Instructions to Bidders.....	3.1-3.2
Bid Response.....	4.1-4.2
Debarment Form .....	4.3
Work Authorization Certification .....	4.4-4.5
Individual Bidder Certification .....	4.6-4.7
Statement of Bidder's Qualifications.....	5.1
Anti-Collusion Statement.....	6.1
Signature and Identity of Bidder .....	7.1
Bidder's Acknowledgement .....	8.1
Insurance Requirements .....	9.1- 9.2
Contract Conditions.....	10.1-10.8
Sample Contract Agreement .....	11.1-11.4
*Sample Performance Bond.....	12.1-12.2
*Sample Labor and Material Payment Bond.....	13.1-13.2
Affidavit-OSHA Requirements .....	14.1
Affidavit-Prevailing Wage .....	15.1
Contractor's Affidavit Regarding Settlement of Claims.....	16.1
General Specifications .....	GS.1-GS.8
Technical Specifications.....	TS.1-TS.40
Special Provisions .....	SP.1-SP.2
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions .....	APPENDIX B
Project Plans and/or Details .....	APPENDIX C
US Army COE Nationwide Permit Conditions.....	APPENDIX D
Soil Boring Logs.....	APPENDIX E

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

**THIS PAGE INTENTIONALLY LEFT BLANK**

## NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

**Project Name:**

EVERT SCHOOL RD/TRIMBLE RD/CONRAD RD  
DRAINAGE STRUCTURE IMPROVEMENTS

**Project Number:**

N/A

**Bid Number:**

24-19MAY16

**Scope of Project Construction:**

This project includes removal of existing roadway culverts at three locations in northwestern Boone County and replacement with 108" and 120" CMP pipe arch culverts and a 12' W x 5' H precast reinforced concrete box culvert. The project also includes aggregate roadway patching, rock blanket, woven wire fence, water gaps and restoration.

**Pre-Bid Conference:**

An **optional** pre-bid conference has been scheduled for **Tuesday, May 3, 2016 at 10:30 a.m.** in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 214, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are **strongly urged** to attend.

**Bid Questions Deadline:**

All questions pertaining to the project must be received by **3:00 p.m. on Thursday, May 12, 2016. Technical questions should be directed to the Project Manager.**

**Bids Accepted Until:**

Sealed bids will be accepted until **1:15 p.m. on Thursday, May 19, 2016** at the Boone County Purchasing Office, 613 East Ash Street, Room 111, Columbia, Missouri 65201. Bids received after the above specified time for acceptance will be returned to the sender unopened.

**Bids Opened After:**

Bids will be publicly opened after **1:30 p.m. on Thursday, May 19, 2016** in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

**Contract Time:**

25 Working Days

**Liquidated Damages:**

\$500 per Calendar Day beyond the 25 Working Days Contract Time and \$500 per Calendar Day beyond the maximum full road closure period of 5 Working Days for each of the three Work Areas.

**Anticipated Notice To Proceed Date:**

On or about June 13, 2016. The Contractor acknowledges that this is an estimated date and is subject to change. The actual notice to proceed date is generally established at the Pre-Construction Meeting. **The latest start date allowed shall be July 18, 2016.**

**Seeding and Erosion Control Performance Bond Amount:**

None Required.

**Plans and Specifications Available From:**

American Document Solutions, 1400 Forum Blvd., Suite 1C, Columbia, Missouri 65203, Phone 573-446-7768. Paper copies are available for a non-refundable fee of \$35.00 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

## REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

<b>Boone County Roadway Regulations Chapter II:</b>	The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.
<b>MoDOT Standard Specifications:</b>	The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.
<b>MUTCD:</b>	The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**BID FORM**  
**EVERT SCHOOL RD/TRIMBLE RD/CONRAD RD DRAINAGE STRUCTURE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
<b>Work Area #1 - Evert School Road</b>				
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$
SITE CLEARING AND GRUBBING	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
BANK GRADING AND SHAPING	1	LS	\$	\$
12" THICK AGGREGATE ROADWAY PATCH	104	SY	\$	\$
ROCK EXCAVATION	20	CY	\$	\$
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$	\$
12'Wx5'H PRECAST REINF. CONCRETE BOX CULVERT W/BEVELED ENDS	66	LF	\$	\$
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	167	CY	\$	\$
WOVEN WIRE FENCE W/2 STRAND BARBED WIRE TOP	71	LF	\$	\$
WATER GAP	1	EA	\$	\$
TEMPORARY FENCE	170	LF	\$	\$
<b>Subtotal Work Area #1</b>				
<b>Work Area #2 - Trimble Road</b>				
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$
SITE CLEARING AND GRUBBING	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
BANK GRADING AND SHAPING	1	LS	\$	\$
12" THICK AGGREGATE ROADWAY PATCH	100	SY	\$	\$
ROCK EXCAVATION	20	CY	\$	\$
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$	\$
120" CMP PIPE ARCH (10 GA. 3x1 ALUMINIZED W/SQUARE ENDS)	72	LF	\$	\$

**BID FORM**  
**EVERT SCHOOL RD/TRIMBLE RD/CONRAD RD DRAINAGE STRUCTURE IMPROVEMENTS**

Description	Qty.	Unit	Unit Price	Total
120" CMP PIPE ARCH CONNECTING BAND - 4' WIDE	1	EA	\$	\$
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	93	CY	\$	\$
WOVEN WIRE FENCE W/2 STRAND BARBED WIRE TOP	45	LF	\$	\$
WATER GAP	1	EA	\$	\$
TEMPORARY FENCE	120	LF	\$	\$
<b>Subtotal Work Area #2</b>				
<b>Work Area #3 - Conrad Road</b>				
MOBILIZATION	1	LS	\$	\$
CONSTRUCTION STAKING	1	LS	\$	\$
TRAFFIC CONTROL	1	LS	\$	\$
PORTABLE CHANGEABLE MESSAGE BOARD (PCMB)	4	EA/DAY	\$	\$
EROSION CONTROL	1	LS	\$	\$
RESTORATION (LIME, FERTILIZER, SEED, TYPE 3 MULCH & 4" TOPSOIL)	1	LS	\$	\$
SITE CLEARING AND GRUBBING	1	LS	\$	\$
REMOVALS	1	LS	\$	\$
BANK GRADING AND SHAPING	1	LS	\$	\$
12" THICK AGGREGATE ROADWAY PATCH	105	SY	\$	\$
ROCK EXCAVATION	20	CY	\$	\$
UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL	20	CY	\$	\$
108" CMP PIPE ARCH (12 GA. 3x1 ALUMINIZED W/SQUARE ENDS)	64	LF	\$	\$
108" CMP PIPE ARCH CONNECTING BAND - 4' WIDE	1	EA	\$	\$
TYPE 2 ROCK BLANKET (2' THICK) WITH FILTER FABRIC	137	CY	\$	\$
WOVEN WIRE FENCE W/2 STRAND BARBED WIRE TOP	83	LF	\$	\$
WATER GAP	1	EA	\$	\$
TEMPORARY FENCE	140	LF	\$	\$
<b>Subtotal Work Area #3</b>				
<b>Bid Total (Work Area #1 + Work Area #2 + Work Area #3)</b>				<b>\$</b>

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

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

DATE

ADDENDUM NUMBER

---

---

---

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_

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

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

---

---

---

---

**THIS PAGE INTENTIONALLY LEFT BLANK**

## INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall visit the site of the work and become familiar with the condition under which the work is to be performed, concerning the site of the work, the nature of the equipment, the obstacles which may be encountered, the work to be performed, and if awarded the Contract, shall not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed himself, because of their failure to have so informed themselves prior to the bidding. The successful Contractor must employ, so far as possible, such methods and means in the carrying out their work as will not cause any interruption or interference with any other contractors.

**Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.**

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Contractor should be sure to complete the following forms and attach the bid security. Omissions or irregularities may cause bid rejection.

1. Bidding Forms,
2. Bid Response,
3. Debarment Form,
4. Work Authorization Certification,
5. Statement of Bidder's Qualifications,
6. Anti-Collusion Statement,
7. Signature and Identity of Bidder,
8. Bidder's Acknowledgment.

# BID RESPONSE

TO: COUNTY OF BOONE, MISSOURI

SUBJECT: \_\_\_\_\_

Project No.: \_\_\_\_\_

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

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

## SECTION I

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

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

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

## SECTION II

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

**SECTION III**

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

**SECTION IV**

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

**SECTION V**

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

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

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

Firm Name: \_\_\_\_\_

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

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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



(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

---

Name and Title of Authorized Representative

---

Signature

---

Date

**COUNTY OF BOONE-MISSOURI**  
**INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549**

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

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

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

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

An Affirmative Action/Equal Opportunity Institution



**CERTIFICATION OF INDIVIDUAL BIDDER**

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

- \_\_\_\_\_ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
  
- \_\_\_\_\_ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
  
- \_\_\_\_\_ 3. I have provided a completed application for a birth certificate pending in the State of \_\_\_\_\_ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

\_\_\_\_\_

Applicant

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

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

State of Missouri                    )  
  )SS.  
County of \_\_\_\_\_            )

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number  
or Other Federal I.D. Number

\_\_\_\_\_  
Printed Name

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

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

My Commission Expires:

**THIS PAGE INTENTIONALLY LEFT BLANK**

## STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: \_\_\_\_\_
2. Business Address: \_\_\_\_\_  
\_\_\_\_\_
3. When Organized: \_\_\_\_\_
4. When Incorporated: \_\_\_\_\_
5. If not incorporated, state type of business and provide your federal tax identification number:  
\_\_\_\_\_
6. Number of years engaged in contracting business under present firm name:  
\_\_\_\_\_
7. If you have done business under a different name, please give name and location:  
\_\_\_\_\_
8. Percent of work done by own staff: \_\_\_\_\_
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: \_\_\_\_\_
10. Have you ever defaulted on a contract? \_\_\_\_\_
11. List of contracts completed within the last four years, including value of each: \_\_\_\_\_  
\_\_\_\_\_
12. List of projects currently in progress: \_\_\_\_\_  
\_\_\_\_\_

\* Attach additional sheets as necessary \*

**THIS PAGE INTENTIONALLY LEFT BLANK**



# ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and

says that he is \_\_\_\_\_  
(Title of Person Signing)

of \_\_\_\_\_  
(Name of Bidder)

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

My Commission Expires \_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

## SIGNATURE AND IDENTITY OF BIDDER

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

( ) sole individual      ( ) partnership                      ( ) LLC  
( ) corporation, incorporated under laws of the state of \_\_\_\_\_  
( ) other: \_\_\_\_\_

Name of individual, all partners,  
or joint venturers:

Address of each:

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

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

doing business under the name of:

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

\_\_\_\_\_  
Address of principal place of  
business in Missouri

\_\_\_\_\_  
(If a corporation - show its name above)

\_\_\_\_\_  
Address of principal place of  
business in Missouri

**ATTEST:**

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

Dated \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Print Name and Title)

**NOTE:**

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## BIDDER'S ACKNOWLEDGMENT

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

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

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

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

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

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

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

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

Witness my hand and seal at \_\_\_\_\_ the day and year first above written.

(SEAL) \_\_\_\_\_ Notary Public

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



## INSURANCE REQUIREMENTS

**Insurance Requirements:** The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

**Employers Liability and Workers Compensation Insurance** - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

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

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

**Business Automobile Liability** – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.

**Subcontractors:** Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

**Proof of Carriage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.

**INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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

**Certificate Holder address:**

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



## CONTRACT CONDITIONS

**GENERAL:** The following provisions are agreed to by and between the Contractor and the County:

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

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

"Department" shall mean the Boone County Resource Management Department.

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

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

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

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

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

**PAYMENTS:** The successful Contractor will be allowed payment in accordance with the following schedule:

- (1) Progress payments will be made to the contractor and any professional engineer, architect, landscape architect, or land surveyor on at least a monthly basis as the work progresses, or, on a lump sum basis according to the terms of the lump sum contract. Except in the case of lump sum contracts, payments shall be based upon estimates prepared at least monthly of work performed and material delivered, as determined by the project architect or engineer. Retainage withheld on any construction contract or subcontract for public works projects will not exceed five (5) percent of the value of the contract or subcontract. If the contractor is not required to obtain a bond because the cost of the public works contract is not estimated to exceed fifty thousand dollars, the County may withhold retainage on the public works project in an amount not to exceed ten (10) percent of the value of the contract or subcontract. The County will pay the contractor the amount due, less a retainage within thirty days following the latter of the following:
  - a. The date of delivery of materials or construction services purchased;
  - b. The date, as designated by the County, upon which the invoice is duly delivered to the person or place designated by the County; or
  - c. In those instances in which the Contractor approves the County's estimate, the date upon which such notice of approval is duly delivered to the person or place designated by the County;

- (2) Payments shall be considered received within the context of this section when they are duly posted with the United States Postal Service or other agreed upon delivery service or when they are hand-delivered to an authorized person or place as agreed to by the contracting parties.
- (3) If, in the discretion of the County and the project architect or engineer and the contractor, it is determined that a subcontractor's performance has been completed and the subcontract can be released prior to substantial completion of the public works contract without risk to the County, the contractor shall request such adjustment in retainage, if any, from the County as necessary to enable the contractor to pay the subcontractor in full. The County may reduce or eliminate retainage on any contract payment if, in the County's opinion, the work is proceeding satisfactorily. If retainage is released and there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County's duly authorized representative shall be withheld until such item or items are completed.
- (4) The County shall pay at least ninety-eight percent of the retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, to the contractor. The contractor shall pay the subcontractor or supplier after substantial completion of the contract work and acceptance by the County, or as may otherwise be provided by the contract specifications. Such payment shall be made within thirty days after acceptance, and the invoice and all other appropriate documentation and certifications in complete and acceptable form are provided, as may be required by the contract documents. If the County determines the work is not substantially completed and accepted, then the County shall provide a written explanation of why the work is not considered substantially completed and accepted within fourteen calendar days to the contractor, who shall then provide such notice to the subcontractor or suppliers responsible for such work. If such written explanation is not given by the County, the County shall pay at least ninety-eight percent of the retainage within thirty calendar days. If at that time there are any remaining minor items to be completed, an amount equal to one hundred fifty percent of the value of each item as determined by the County shall be withheld until such items are completed.
- (5) All estimates or invoices for supplies and services purchased, approved and processed, or final payments, shall be paid promptly and shall be subject to late payment charges. Except as provided in subsection 4 of this section, the County will pay the contractor, in addition to the payment due him interest at the rate of one and one-half percent per month calculated from the expiration of the thirty-day period until fully paid.
- (6) When a contractor receives any payment, the contractor shall pay each subcontractor and material supplier in proportion to the work completed by each subcontractor and material supplier his application less any retention not to exceed five percent. If the contractor receives less than the full payment due under the County contract, the contractor shall be obligated to disburse on a pro rata basis those funds received, with the contractor, subcontractors and material suppliers each receiving a prorated portion based on the amount of payment. When, however, the County does not release the full payment due under the contract because there are specific areas of work or materials being rejected or because has otherwise determined such areas are not suitable for payment then those specific subcontractors or suppliers involved shall not be paid for that portion of the work rejected or deemed not suitable for payment; provided the County gives a written explanation to the contractor, subcontractor, or supplier involved as to why the work or supplies were rejected or deemed not suitable for payment, and all other subcontractors and suppliers shall be paid in full.
- (7) If the contractor, without reasonable cause, fails to make any payment to his subcontractors and material suppliers within fifteen days after receipt of payment under the County contract, the contractor shall pay to his subcontractors and material suppliers, in addition to the payment due them, interest in the amount of one and one-half percent per month, calculated from the expiration of the fifteen-day period until fully paid. This subdivision shall also apply to any payments made by subcontractors and material suppliers to the subcontractors and material suppliers and to all

payments made to lower tier subcontractors and material suppliers throughout the contracting chain.

- (8) Final Payment: The County will make final payment of all moneys owed to the contractor, including any retainage, less any offsets or deductions authorized in the contract or otherwise authorized by law, within thirty days of the due date. Final payment shall be considered due upon the earliest of the following events:
- a. Completion of the project and filing with the County of all required documentation and certifications, in complete and acceptable form, in accordance with the terms and conditions of the contract;
  - b. The project is certified by the architect or engineer authorized to make such certification on behalf of the County as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form; or
  - c. The project is certified by the contracting authority as having been completed, including the filing of all documentation and certifications required by the contract, in complete and acceptable form.

Bidder may agree to accept automated clearinghouse (ACH) payment of invoices and monthly statements. Payment terms are Net 30 upon receipt of an accurate monthly statement, although the Bidder may offer additional discounts for early payment on the Response Form.

The Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

**EXTRA AND/OR ADDITIONAL WORK AND CHANGES:** If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

**COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF:** The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

**PATENTS:** The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

**DISCHARGE OF EMPLOYEES:** Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

**ASSIGNMENT OF CONTRACT:** No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

**ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

**LEGAL REQUIREMENTS:** The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

**EQUAL OPPORTUNITY:** The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

**DOMESTIC PURCHASING POLICY:** Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

**TRANSIENT EMPLOYERS:** Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

## SALES/USE TAX EXEMPTION

**SALES TAX EXEMPTION PROCEDURE:** County will provide the Contractor with a completed Missouri Project Exemption and Missouri Tax Exemption letter for Boone County, Missouri and the Contractor shall be responsible for furnishing the exemption certificate and tax exemption letter to all authorized sub-contractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to insure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor shall be responsible for obtaining revised exemption certificates and revised expiration dates if the work extends beyond the estimated the project completion date or a certificate expiration date. The Contractor shall also be responsible for retaining a copy of the project exemption certificate for a period of five years and for compliance with all other terms and conditions of section 144.062 RSMo. not otherwise herein specified. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.

## WARRANTY AND GUARANTEE

Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

### **Correction or Removal of Defective Work**

If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

### **One Year Correction Period**

If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written Amendment.

### **Maintenance Requirements**

The seeded area shall be maintained by the Contractor as necessary to assure growth. A performance guarantee period of one year from the Final Acceptance of work will be required.

**At the time of Final Acceptance of the work, the Contractor shall furnish Boone County a one (1) year performance bond in the amount specified in the Notice to Bidders for Seeding and Erosion Control.** During the one year performance guarantee period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, where settlement occurred, or where gravel or other deleterious backfill material surfaces, upon notification by Boone County of such areas, the Contractor shall re-work all such areas as necessary to bring the areas into conformance with the Specifications. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, Boone County shall have the work done by other means and shall bill the charges against the Contractor's performance bond for seeding and erosion control.

## SUBCONTRACTORS, SUPPLIERS AND OTHERS

Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.



## SAMPLE CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the Boone County Commission of Columbia, Missouri, (hereinafter referred to as the Owner), and \_\_\_\_\_ (hereinafter referred to as the Contractor).

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

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

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

Contractor agrees it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo. and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor agrees that he will comply with all federal, state, and local laws, regulations, and ordinances, and that he will cause each of his subcontractors to do the same. The Contractor also agrees not to discriminate against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and equipment, and will cause each of his subcontractors to do the same.

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

hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

**The Owner agrees to pay the Contractor in the amount of**

**\$ \_\_\_\_\_**  
as full compensation for the performance of work embraced in this Contract, subject to adjustment as provided for changes in quantities and approved change orders.

**DATE OF AGREEMENT:**

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on  
at Columbia, Missouri.

\_\_\_\_\_  
(Date)

ATTEST:

OWNER:  
BOONE COUNTY, MISSOURI

By:

\_\_\_\_\_  
Daniel K. Atwill, Presiding Commissioner

\_\_\_\_\_  
Wendy Noren, County Clerk

CONTRACTOR:

By:

\_\_\_\_\_  
Authorized Representative (Signature)

ATTEST:

By:

\_\_\_\_\_  
Authorized Representative (Print or Type Name)

Title:

\_\_\_\_\_  
Secretary

Approved as to Legal Form:

\_\_\_\_\_  
CJ Dykhouse, County Counselor

**Certification**

I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an encumbered balance to the credit of such appropriation sufficient to pay therefore.

\_\_\_\_\_  
Auditor

## SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_  
\_\_\_\_\_  
as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of \_\_\_\_\_ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Contractor)

(SEAL)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Surety Company)

(SEAL)

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

# SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

\_\_\_\_\_

as Principal, hereinafter called Contractor, and \_\_\_\_\_

\_\_\_\_\_

a Corporation, organized under the laws of the State of \_\_\_\_\_

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

\_\_\_\_\_ Dollars,

(\$ \_\_\_\_\_), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a Contract with Owner for:

**Project Name:** \_\_\_\_\_

**Project No.:** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_ (Seal)

BY: \_\_\_\_\_

SURETY COMPANY \_\_\_\_\_

BY: \_\_\_\_\_

(Attorney-in-Fact)

BY: \_\_\_\_\_

(Missouri Representative)

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

Surety Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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



**AFFIDAVIT OF COMPLIANCE WITH OSHA  
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo**

County of \_\_\_\_\_ )  
 State of \_\_\_\_\_ )ss  
 )

My name is \_\_\_\_\_. I am an authorized agent of \_\_\_\_\_  
 \_\_\_\_\_ (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: \_\_\_\_\_

\_\_\_\_\_  
 Affiant Date  
 \_\_\_\_\_  
 Printed Name

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

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

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.

**THIS PAGE INTENTIONALLY LEFT BLANK**

**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

**THIS PAGE INTENTIONALLY LEFT BLANK**

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\_\_\_\_\_

**THIS PAGE INTENTIONALLY LEFT BLANK**

## GENERAL SPECIFICATIONS

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

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

### SECTION 1. - DEFINITIONS

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

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

### SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

**2.2 Proposal Guaranty.** Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

**2.3 Delivery of Proposals.** Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

### **SECTION 3 - AWARD AND EXECUTION OF CONTRACT**

**3.1. Award of Contract.** The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

**SECTION 4 - SCOPE OF WORK – This section has been left blank.**

### **SECTION 5 - CONTROL OF WORK**

**5.1. Cooperation by Contractor.** The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

**5.2. Authority and Inspection.** The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

**5.3. Claims for Adjustment.** If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

**5.4.** The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.



## **SECTION 6 - CONTROL OF MATERIAL**

**6.1. Inspection and Certification.** Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

**6.2. Samples, Tests, and Cited Specifications.** The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

## **SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

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

## **SECTION 8 - PROSECUTION AND PROGRESS**

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

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

## **SECTION 9 - MEASUREMENT AND PAYMENT**

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

**9.2.** No payments will be made on account of materials not yet incorporated into the work.

**9.3.** From the total amount of work items of each estimate, there will be deducted the percentage as provided in the Payments section of the Contract Conditions. The retained percentage will be released as provided in Section 9.13. The net amount due on the estimate will be certified to the County for payment. This method of retained percentage does not apply to work involving the planting of tree, shrubs and other plants.

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

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

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

**9.6.** Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

**9.7.** Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

**9.8.** This section has been left blank

**9.9.** This section has been left blank

**9.10.** This section has been left blank

**9.11.** This section has been left blank

**9.12.** Payment for the removal and replacement of any unsuitable material will be at the contract unit price for additional depth dig-out repair.

**9.13.** Release of Retained Percentages:

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

- a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;

- b. Written consent of the surety to such payment;
- c. Lien Waivers signed by each supplier furnishing materials to the project releasing all claims to said materials; and
- d. Any other documents which may be required by the contract or the Engineer.

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

**9.13.3.** When the work has been completed and certified by the County, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these Specifications, including the amount previously retained by the County. All prior partial estimates and payments shall be subject to correction by the County in this final estimate and payment.

## **SECTION 10 - MATERIAL AND WORKMANSHIP**

All materials provided by Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail.

## **SECTION 11 - STATE WAGE RATE REQUIREMENTS**

**11.1.** The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.

**11.2.** The Contractor and all Subcontractors shall be required to submit to the Engineer one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

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

**11.4.** The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and social security number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (Not adjusted hours).

e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.

f. All checking by the County will be made in red pencil and initialed by the checker.

g. Final payroll will be marked "Final" or "Last Payroll".

h. A record of all payrolls will be maintained by the County.

**11.5.** The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted both on the project and in the Owner's office:

a. In the Owner's office:

1. Missouri Equal Employment Opportunity Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.

b. On the Project:

1. State Wage Rates Notice.
2. PR-1022, Title 18, Section 1020, Notice on False Statements.
3. Contractor's and Subcontractor's EEO Policy Statements and name, address and telephone number of designated EEO Officers.
4. Notice to Labor Unions of Contractors commitment to EEO (if applicable).
5. Notice requesting referral of minorities by present employees.

**11.6.** The Owner's personnel will generally conduct one wage rate interview on each project every two weeks. Labor interviews are not required on railroad and other utility adjustments. The interviewer will determine the employee's name, the employer's name, the classification of the employee, the actual wage paid, and the posted wage.

## **SECTION 12 - SPECIFICATIONS AND PLANS**

The Contractor shall keep at the job-site a copy of the plans and specifications and shall at all times give the County and the Engineer access thereto. Anything mentioned in the specifications and not shown on the plans, or shown on the plans and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In any case of discrepancy between the plans and the specifications, the matter shall be promptly submitted to the Engineer, who shall promptly make a determination in writing. Any adjustment or interpretation by the Contractor without this determination shall be at the Contractor's own risk or expense. The Engineer shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

## **SECTION 13 - PROTECTION OF WORK**

The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc., shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

## **SECTION 14 - OVERHEAD LINE PROTECTION**

The Contractor shall ascertain the presence and location of utilities within the work area. The Contractor shall notify and coordinate the utility that may be affected by the work.

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

## **SECTION 15 - OSHA Program Requirements**

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

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

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

## **SECTION 16 - REPAIRS AND/OR REPLACEMENT OF DEFECTIVE PORTION**

The Contractor shall be responsible for a period of one year from and after the date of final acceptance by the County of the work covered by this Contract, for any repairs or replacements caused by defective materials, workmanship or equipment which, in the judgment of the Engineer, shall become necessary during such period. The Contractor shall undertake with due diligence to make the aforesaid repairs and/or replacements within ten days after receiving written notice that such repairs or replacements are necessary. If the Contractor should neglect to begin such repairs or replacements within this period or in case of emergency, where, in the judgment of the Engineer, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

**SECTION 17 - INTERFERENCE**

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

**SECTION 18 - METHOD OF PAYMENT**

The method of payment shall be as stipulated in the section titled "Contract Conditions" and contained elsewhere in these contract documents.

# TECHNICAL SPECIFICATIONS

Except as may be otherwise provided for by the **General Specifications, Technical Specifications and Special Provisions**, the work shall be done in accordance with the **Boone County Roadway Regulations Chapter II** or the **MoDOT Standard Specifications**.

Said Specifications are part and parcel of this Contract and are incorporated in this Contract as fully and effectively as if set forth in detail herein. When an item is the subject of both the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**, the **Boone County Roadway Regulations Chapter II** shall govern the work.

## TABLE OF CONTENTS

### DIVISION 1 – GENERAL REQUIREMENTS

Section 01010	Summary of Work .....	TS.2-TS.3
Section 01320	Submittals .....	TS.4-TS.6
Section 01412	Stormwater Pollution Prevention Plan Compliance.....	TS.7
Section 01450	Quality Control and Testing.....	TS.8
Section 01500	Temporary Facilities and Controls.....	TS.9
Section 01550	Temporary Traffic Control .....	TS.10
Section 01570	Erosion Control .....	TS.11-TS.13
Section 01590	Restoration.....	TS.14-TS.17
Section 01600	Product Requirements .....	TS.18
Section 01720	Construction Staking .....	TS.19
Section 01780	Project Closeout.....	TS.20-TS.21

### DIVISION 2 – SITE CONSTRUCTION

Section 02220	Removals .....	TS.22
Section 02230	Site Clearing and Grubbing .....	TS.23
Section 02300	Excavation and Embankment.....	TS.24-TS.25
Section 02335	Subgrade .....	TS.26
Section 02337	Dig Out Repair .....	TS.27
Section 02370	Rock Blanket.....	TS.28
Section 02630	Storm Drainage.....	TS.29-TS.30
Section 02720	Aggregate .....	TS.31
Section 02739	Prime/Tack Coats .....	TS.32
Section 02740	Asphaltic Concrete Paving .....	TS.33
Section 02741	Paving Fabric .....	TS.34-TS.36
Section 02750	Portland Cement Concrete Paving .....	TS.37
Section 02770	Concrete Curb and Gutter .....	TS.38
Section 02773	Concrete Driveway .....	TS.39
Section 02775	Concrete Sidewalk .....	TS.40

## SECTION 01010 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 PROJECT SCOPE

The project scope is as specified in the Notice to Bidders for this Project.

#### 1.2 RELATED DOCUMENTS

- A. Plans and general provisions of Contract, including General Specifications, Technical Specifications and Special Provisions.
- B. The Contractor **shall** keep at least one set of the plans and specifications available on the site at all times for construction purposes.
- C. The Contractor **shall** keep at least one copy of the **Boone County Roadway Regulations Chapter II** on site at all times for construction purposes.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. The Contractor shall comply with all laws, ordinances, rules, and regulations applicable to the work, including Corps of Engineers and Missouri Department of Natural Resources permits when applicable.
- B. The Contractor shall confine construction equipment, storage of materials, and the operation of workers to the project site and other areas identified by the Contract Documents.
- C. The Contractor shall at all times allow for ingress and egress through the project limits by the public.
- D. The Contractor shall keep the site free from accumulated waste materials, rubbish, and other debris during the progress of the work and shall leave the site in equal or better than original condition.
- E. The Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent properties to stresses or pressures that will endanger it.
- F. The means of the work and the safety of the Contractor's employees are solely the responsibility of the Contractor. The Contractor has contractual obligation to comply with all applicable laws and regulations including those of OSHA. At no time will the County take responsibility for either the means of the work or the safety of the Contractor's employees.

#### 1.4 COORDINATION

- A. The work shall be constructed to accommodate the continuous ingress and egress to the abutting properties during the construction period. The Contractor shall coordinate the construction schedule and operations with the County.
- B. **The Contractor shall prepare a detailed Traffic Control/Phasing Plan if one is not included in the Project Plans and/or Details.** The phasing plan shall minimize times when sections of the roadway are completely closed. Twenty-four hours prior to any complete closure, the Contractor shall provide written notification to the abutting property owners in the immediate area and to the County.



- C. **The Contractor shall notify all utilities that may have facilities in the work area prior to starting work.** If utility services are encountered, the Contractor is responsible to have these services relocated if necessary or repaired if damaged. If a main line utility is in direct conflict to the proposed work, the Contractor shall report the conflict to the Engineer immediately. The Engineer will advise the Contractor how the conflict will be resolved. A direct conflict is defined as the existing utility occupying the exact location where the road is being constructed. Relocation and/or support of utilities which are near the construction location, but not direct conflict, shall be considered incidental to the work.
- D. The Contractor shall give the County **4 hour** notice to readiness for all required inspections, tests, or approvals, including startup or activation of system equipment.
- E. The Contractor shall restrict hours of operation from 7:00 am to 8:00 pm on Monday through Friday, except in the case of an emergency.

#### **1.5 MEASUREMENT AND PAYMENT**

Measurement and payment of the work is outlined in the individual sections of the technical portion of the project specifications and is listed on the bid document. The work will be paid for on a lump sum or unit price basis as designated in the Bid Form. **If work is not directly listed on the Bid Form, it shall be considered incidental to the total project.**

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01320 – SUBMITTALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This section outlines the submittal procedures, construction progress schedules, proposed product list, shop Plans, product data, Manufacturers' instructions, and Manufacturers' Certifications.

#### 1.2 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Contractor's transmittal form.
- B. Identify Project, Contractor, Subcontractor or Supplier, pertinent drawing sheet and detail number, and specification section number, as appropriate.
- C. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- D. Schedule submittals to expedite the project and deliver to County. Coordinate submission of related items.
- E. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- F. Provide space for review stamp by County.
- G. Revise and resubmit submittals as required. Identify all changes made since previous submission.
- H. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report inability to comply with provisions.
- I. Contractor shall allow 48 hours in his schedule for submittal review.
- J. Non-approved submittals shall be revised and resubmitted following the same procedure as the initial submission.
- K. Review and approval or acceptance of a submittal by the County does not relieve the Contractor of his responsibility under the Contract Documents.

#### 1.3 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit initial progress schedule at the Pre-construction Meeting. Schedule must be submitted prior to commencement of work.
  1. The Contractor shall coordinate all activities on the project;
  2. The Contractor shall notify the County 48 hours prior to the start of construction or a major increase/decrease in the work force; and
  3. The schedule shall take the form of a horizontal bar chart with a weekly breakdown of each operation or major specification section in chronological order. Alternate project management schedules with equal or greater detail will be allowed.
- B. Revise and resubmit schedules with each Application for Payment, identifying changes since previous version.
- C. Indicate estimated percentage for completion for each item of work at each submission.
- D. Indicate submittal dates required for shop Plans, product data, samples, and product delivery dates.

#### **1.4 PROPOSED PRODUCT LIST**

- A. Within 15 days after date of Notice to Proceed, submit complete list of major products proposed for use, with the name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### **1.5 SHOP PLANS**

- A. Submit two copies plus a reproducible original to be returned to the Contractor. Submittal of shop Plans requiring preparation by a license engineer or architect shall carry an original seal and signature on the two copies and the reproducible original.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and maintain copies of Record Documents required for Contract Close Out.

#### **1.6 PRODUCT DATA**

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Contractor shall mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.

#### **1.7 MANUFACTURER'S INSTRUCTIONS**

- A. Submit three copies plus the required copies to be returned to the Contractor.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing.
- C. Identify conflicts between manufacturer's instructions and contract documents.

#### **1.8 MANUFACTURER'S CERTIFICATIONS**

- A. When specified, submit manufacturer's certification to County for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certifications may be recent or previous test results on material or product, but must be acceptable to the County.

#### **1.9 SUBMITTAL**

- A. The followings items shall require submittals:
  - 1. Section 01010-Traffic Control/Phasing Plan: Shop Plans;
  - 2. Section 01570-Erosion Control Fabric: Catalog, Material List, and Certification;
  - 3. Section 01590-Topsoil: Letter stating location of topsoil source;
  - 4. Section 01590-Lime, Fertilizer, Seed and Mulch: Certification;
  - 5. Section 2330 – Aggregate: Certification;
  - 6. Section 02370-Graded Rip Rap: Certification;
  - 7. Section 02630-Pipe Material: Certification;
  - 8. Section 02739-Prime/Tack Coats: Certification;
  - 9. Section 02740-Asphaltic Concrete Mixes/Plant Mix Bituminous Mixes: Certification;
  - 10. Section 02750-Portland Cement Concrete: Certification;

11. Section 02770-Portland Cement Concrete: Certification;
12. Section 02773-Portland Cement Concrete: Certification;
13. Section 02775-Portland Cement Concrete: Certification;
14. Fencing: Wire and Posts: Certification;
15. Geotextile Fabrics: Certification;
16. Special Provisions-All submittal items listed.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01412 – STORMWATER POLLUTION PREVENTION PLAN (SWPPP) COMPLIANCE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for complying with all requirements of the Stormwater Pollution Prevention Plan (SWPPP) for this Project.

#### 1.2 GENERAL

- A. Boone County will provide the Stormwater Pollution Prevention Plan (SWPPP) for the Project and the land disturbance permit sign.
- B. The Contractor shall be responsible for designating an erosion control inspector for the Project and installing and maintaining the land disturbance permit sign on-site.
- C. The Contractor shall be responsible for ensuring the designated erosion control inspector is responsible for:
  - 1. Conducting construction site inspections once per week minimum and within a time period not to exceed 48 hours following any storm event resulting in runoff on site. Written reports of each inspection are required.
  - 2. Reporting any non-compliance findings to the site manager.
  - 3. Updating the SWPPP with modifications to and/or addition of the proposed Best Management Practices (BMPs) that are necessary to prevent sediment/pollution from leaving the construction site.
- D. The Contractor shall be responsible for spill controls on the construction site including:
  - 1. Furnishing and storing on-site all appropriate spill cleanup supplies.
  - 2. Posting manufacturer's recommended methods for spill cleanup.
  - 3. Educating all site personnel on spill cleanup procedures and the location of the cleanup supplies and cleanup method information.
- E. The Contractor shall be responsible for completing sections of the SWPPP requiring Contractor input prior to construction.
- F. The Contractor shall be responsible for completing and signing the General Contractor's Certification section and having each subcontractor fill in and sign the Subcontractor's Certification section of the SWPPP.
- G. The Contractor or his designee shall be responsible for attending County provided stormwater or erosion control training sessions that are given during the Project.
- H. The Contractor shall be responsible for keeping the SWPPP on-site in a secure location that can be easily accessed with Contractor assistance by Boone County or any other regulatory inspection staff.
- I. The Contractor shall be responsible for providing a complete copy of the SWPPP with all amendments and site inspection reports to Boone County at no additional cost when the land disturbance permit is closed out upon final site stabilization.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of SWPPP Compliance will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for SWPPP Compliance on the Bid Form.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01450 – QUALITY CONTROL AND TESTING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for quality assurance, control of the installation of the improvements, field sampling, inspecting and testing services, manufacturers' field services, and reports.

#### 1.2 GENERAL

- A. The County shall be allowed access to all parts of the work and shall be furnished with information and assistance, by the Contractor, as required to make a complete and detailed inspection.
- B. Control of Materials shall comply with **Section 100** of the **Boone County Roadway Regulations Chapter II**.

#### 1.3 QUALITY ASSURANCE CONTROL OF INSTALLATION

- A. It is the Contractor's responsibility to monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of quality equal or exceeding that specified.
- B. The Contractor shall comply with specified standards as defined as the minimum quality for the work.
- C. All work shall be performed by persons qualified to produce workmanship of specified quality.
- D. The Contractor shall follow manufacturer's recommendations for installation.

#### 1.4 INSPECTION AND TESTING SERVICES

- A. The Contractor shall give the County's representative a **4 hour** notice of readiness for all required inspections, tests, or approvals.
- B. Testing will conform to the current standard specified to assure quality.
- C. **The inspection and testing fees will be responsibility of the Contractor.** There shall be no direct charge to the County for materials taken as samples, either for field tests or for laboratory tests.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION

## SECTION 01500 – TEMPORARY FACILITIES AND CONTROLS

### PART 1 – GENERAL

#### 1.1 SECTION INCLUDES

- A. Sanitary Facilities: Contractor must follow the rules and regulations of the Department of Natural Resources.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, and project signage.

#### 1.2 BARRIERS

- A. The Contractor shall provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. The Contractor shall provide barricades required by governing authorities for public right of way and for public access to adjacent properties.
- C. The Contractor shall provide protection to plant life designated to remain and shall replace damaged plant life.
- D. The Contractor shall protect vehicular traffic, stored materials, and structures from damage.
- E. The Contractor shall provide fencing at any open excavations that are left unattended and at other locations as necessary to protect the work and the public.

#### 1.3 WATER CONTROL

The Contractor shall grade the site to drain and maintain the excavations free of water. The Contractor shall provide, operate, and maintain pumping equipment.

#### 1.4 ACCESS ROADS

- A. The Contractor shall construct and maintain temporary roads accessing the public through the construction area and maintain construction access for unimpeded traffic flow.
- B. The Contractor shall provide and maintain access to fire hydrants and keep the hydrants free from obstructions.
- C. The Contractor shall provide means of removing mud from vehicle wheels before entering the streets.
- D. The Contractor shall arrange for temporary parking areas to accommodate construction personnel. Letter authorizing such action must be submitted to the County.

#### 1.5 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. The Contractor shall remove temporary above ground or buried utilities, equipment, facilities, materials, prior to substantial completion.
- B. The Contractor shall clean and repair damage caused by installation of temporary facilities.
- C. The Contractor shall restore the existing facilities used during construction to original conditions.

**END OF SECTION**

## SECTION 01550 – TEMPORARY TRAFFIC CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the placement, maintenance, and removal of traffic control devices required for this Project.

#### 1.2 GENERAL

- A. Placement and maintenance of Traffic Control Devices shall conform to **MoDOT Section 616** and the Typical Traffic Control Details provided in the Project Plans and Details.
- B. Local traffic shall be continuously maintained on public roadway unless specific permission is granted by the County to close the roadway for a particular operation.
  - 1. If permission is granted for roadway closure, the Contractor shall provide 24 hour notification to the Joint Communications.
  - 2. The Contractor shall notify these entities upon reopening the roadway to traffic.
- C. The Contract indicates the minimum requirements for traffic control. The requirements of this specification shall not relieve the Contractor of his responsibility to protect the public.

#### 1.3 MAINTENANCE

The Contractor shall provide a contact responsible for 24-hour maintenance of signage and traffic control devices. Phone numbers for the contact shall be provided to the County.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of traffic control devices will be made under this Contract. Payment for traffic control devices will be made at the Lump Sum contract price under Traffic Control on the Bid Form. The price shall include all labor and materials required to place, maintain, and remove devices.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Signs, cones, drums, barricades, object markers, flashing arrow panels, channeling devices, lights, and other traffic control devices shall conform to **Part 6** of the **MUTCD**.
- B. Flashing Electric Light shall conform to **MoDOT Section 616.2.1. (If Required)**

### PART 3 – EXECUTION

#### 3.1 GENERAL

- A. Placement, removal, and maintenance of Traffic Control Devices shall conform to **MoDOT Sections 616.3 through 616.3.6**.
- B. During periods of no work, the Contractor shall provide Type 2 Barricades with Flashing Lights at any open trench abutting the roadway surface at 25-foot maximum centers.
- C. Signage for specific construction operations is not listed, but shall be provided by the Contractor in accordance with the **MUTCD**.

END OF SECTION



## SECTION 01570 – EROSION CONTROL

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing, installing, maintaining and removing intermediate pollution, erosion and sediment control measures; furnishing and installing permanent erosion control measures; or a combination of all as shown on the Plans or as designated by the engineer.

#### 1.2 GENERAL

- A. The Contractor shall exercise effective management practices throughout the life of the project to prevent the discharge of silt or polluted storm water from the construction site. Such practices may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control measures necessary.
- B. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary, intermediate and permanent erosion control measures that ensure economical, effective and continuous erosion and pollution control.
- C. The Contractor shall furnish and install temporary, intermediate and permanent erosion control measures as shown and/or noted on the Plans. The County may require additional erosion control measures to be installed by the Contractor, if needed to adequately prevent the discharge of silt and polluted storm water from the site.
- D. Erosion control measures shall comply with the **Boone County Stormwater Ordinance**.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of erosion control measures will be made. Plan quantity will be used as the basis of compensation unless additional measures are authorized to be installed by the Engineer.
- B. Payment for erosion control measures will be included in the contract bid price as follows:
  - 1. Erosion Control paid per Lump Sum as indicated on the Bid Form
  - 2. Erosion Control Blankets paid per installed Square Yard, based on **6.5' width**
- C. No measurement of erosion control maintenance will be made under this Contract. Payment will be incidental to Erosion Control.

### PART 2 – PRODUCTS

#### 2.1 TEMPORARY BERMS

Materials shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

#### 2.2 TEMPORARY SLOPE DRAINS

Materials shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

**2.3 TEMPORARY DITCH CHECKS**

Materials shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

**2.4 SEDIMENT BASINS**

Materials shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

**2.5 TEMPORARY SILT FENCE**

Materials shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

**2.6 TEMPORARY PIPE**

Materials shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

**2.7 TEMPORARY SEEDING AND MULCHING**

Materials shall be in accordance with **Section 01590 - Restoration** of these Specifications.

**2.8 EROSION CONTROL BLANKETS**

- A. Temporary Blankets: **North American Green S150 Short-Term Blankets**, or approved equal.
- B. Light Weight Blankets: **North American Green SC150 Extended-Term Blankets, Landlok CS2**, or approved equal.
- C. Heavy Weight Blankets: **North American Green C350 Permanent Blankets, Landlok 435**, or approved equal.
- D. Staples: Wire staples as recommended by the Manufacturer.

**PART 3 – EXECUTION**

**3.1 TEMPORARY BERMS**

Installation shall be in accordance with **Section 277** of the **Boone County Roadway Regulations Chapter II**.

**3.2 TEMPORARY SLOPE DRAINS**

Installation shall be in accordance with **Section 278** of the **Boone County Roadway Regulations Chapter II**.

**3.3 TEMPORARY DITCH CHECKS**

Installation shall be in accordance with **Section 279** of the **Boone County Roadway Regulations Chapter II**.

**3.4 SEDIMENT BASINS**

Installation shall be in accordance with **Section 280** of the **Boone County Roadway Regulations Chapter II**.

**3.5 TEMPORARY SILT FENCE**

Installation shall be in accordance with **Section 283** of the **Boone County Roadway Regulations Chapter II**.

### **3.6 TEMPORARY PIPE**

Installation shall be in accordance with **Section 284** of the **Boone County Roadway Regulations Chapter II**.

### **3.7 TEMPORARY SEEDING AND MULCHING**

Installation shall be in accordance with **Section 01590 - Restoration** of these Specifications.

### **3.8 EROSION CONTROL BLANKET INSTALLATION**

- A. Place seed mix, lime, and fertilizer prior to installing the blankets.
- B. Install the blankets per Manufacturer's recommendations including check slots and stapling materials.
- C. Install the blankets centered on flow line unless directed otherwise by Boone County.
- D. Anchor product so that a continuous contact with the soil surface is maintained.
- E. Maintenance: Inspect for erosion or undermining after storm events until vegetation is established. If erosion occurs, pull back that portion of the blanket, add tamped soil, reseed, and re-secure the blankets. If blankets should become damaged or dislocated, repair or replace as necessary.

**END OF SECTION**

## SECTION 01590 – RESTORATION

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for installation of topsoil, lime, fertilizer, seed and mulch as shown and/or noted on the construction Plans and Specifications.

#### 1.2 PERFORMANCE-BASED SPECIFICATION

- A. Restoration is a performance-based specification and bid item. The Contractor shall deliver permanent grass cover at a minimum of 70% density over 100% of the seeded area within 60 days of sowing.
- B. The seeded areas shall be maintained by the Contractor as necessary to assure permanent grass growth.
- C. During the one year correction period, if there are deficient areas where the grass died, where sheet and rill erosion occurred, or where gravel or other deleterious backfill material surfaces, upon notification by the County of such areas, the Contractor shall rework all such areas as necessary to bring the areas into conformance with the Specifications.
- D. In the event that upon notification of deficient areas, the Contractor fails to remedy the problems, the County shall have the work completed by other means and shall bill the charge against the Contractor's performance bond.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of Restoration will be made. Plan quantity will be used as the basis of compensation unless additional restoration areas are authorized to be installed by the Engineer.
- B. Payment for Restoration will be paid per installed Acre or Lump Sum as indicated on the Bid Form.
- C. Lime, fertilizer and Type 3 Mulch will be considered incidental to Restoration. No separate payment will be made for lime, fertilizer and mulch.
- D. No measurement of Topsoil will be made under this Contract. Payment will be incidental to Restoration unless indicated on the Bid Form.
- E. Disturbed areas outside of the authorized construction limits shall be restored at the Contractor's expense.

### PART 2 – PRODUCTS

#### 2.1 TOPSOIL MATERIAL

- A. The source of topsoil material shall be furnished by the Contractor. The County shall approve the topsoil source prior to topsoil placement.
- B. Topsoil shall be fertile, friable, and loamy soil of uniform quality, without admixture of subsoil material, and **shall be free** from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than 1 inch in diameter, and any other similar impurities. Topsoil shall be relatively free from grass, roots, weeds and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed. **A minimum of 2" shall be placed on all disturbed areas unless indicated otherwise in the Plans or Special Provisions.**

## 2.2 LIME

- A. Lime shall be pelletized bagged lime or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- B. Agricultural lime shall be furnished from a source that has been tested and certified in accordance with the Missouri Agricultural Liming Materials Act. The quantity of material required to provide the specified pounds of effective neutralizing material (E.N.M.) per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act. The Contractor shall provide a copy of this certification to the engineer prior to application.
- C. If agricultural lime is furnished as a bagged product, pelletized or otherwise, with a guaranteed product analysis shown on the bag listing the elemental properties and gradation, the E.N.M. shall be provided to the engineer. Material may be accepted on the basis of bag label analysis.

## 2.3 FERTILIZER

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid ( $P_2O_5$ ) and soluble potash ( $K_2O$ ), required to meet the performance requirements of **Paragraph 1.2** of this Specification Section. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.

## 2.4 SEEDING MIX

- A. Seed shall comply with the requirements of the Missouri Seed Law. Commercially available seed will be permitted, however, the percentages for purity and germination as certified by the supplier shall be subject to the approval of the Engineer.
- B. The Contractor shall submit the supplier's certifications to the engineer. Seed may be accepted on the basis of bag labels. If seed is accepted on the basis of bag labels, the Contractor shall retain the bag labels and shall write a letter to the Engineer stating the amount and type of seed.
- C. **Permanent Seeding** mixture shall match the existing grass type for each property within the project limits. **No wheat will be allowed as part of the permanent seeding mixture.**
- D. **Temporary Seeding** mixture shall be determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.

## 2.5 TYPE 1 MULCH

- A. Vegetative mulch consisting of prairie hay or straw from oats, rye, wheat, or barley.
- B. Prairie Hay shall consist of any combination of Big Bluestem, Little Bluestem, Indian Grass, Sideoats Grama, and native wildflowers.
- C. Mulch shall be free of prohibited weed seed as stated in the Missouri Seed Law and shall be relatively free of all other noxious and undesirable seed.
- D. Mulch shall be clean and bright, relatively free of foreign material and be dry enough to spread properly.

## 2.6 TYPE 3 MULCH

- A. Vegetative mulch with overspray consists of Type 1 Mulch as defined in **Section 2.5** of this Specification Section and overspray material consists of virgin wood cellulose fibers or recycled slick paper.

- B. Virgin Wood Cellulose Fibers shall be produced by either the ground or cooked fiber process and shall have a moisture content of 15 percent by weight.
- C. Recycled Slick Paper shall be produced from printer's slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard are not allowed. The material shall be free of other materials or filler and shall have maximum moisture content of 8 percent by mass and a pH between 4.5 and 6.5.
- D. The overspray shall not contain any germination or growth inhibiting substances.
- E. The overspray shall be green in color after application and shall be evenly dispersed and suspended when agitated in water.
- F. The overspray shall form an absorbent cover, allowing percolation of water to the underlying soil.
- G. The mulch shall be packaged in moisture resistant bags with the net weight of the packaged material plainly shown on each bag.
- H. The mulch fibers shall not be water soluble.

### **PART 3 – EXECUTION**

#### **3.1 SEEDBED PREPARATION AND TOPSOIL**

- A. Avoid preparing the seedbed under excessively wet conditions.
- B. The surface on which the topsoil is to be placed shall be free from rills, washes and depressions, and shall conform to the cross section shown on the Plans. It shall be free of all loose rock and foreign material greater 1 inch. The surface shall be loosened with a disk, ripper, chisel, harrow or rake to a minimum depth of 2 inches just prior to being covered with topsoil.
- C. Topsoil shall be placed and spread to a minimum depth as specified in **Paragraph 2.1.B** of this Specification Section after settling over all disturbed areas not being paved. After spreading, all large clods and foreign material shall be removed by the Contractor.

#### **3.2 LIME**

- A. Lime should be applied per soil test recommendations. Soils with a pH of six or higher need not be limed.
- B. When soil tests are not available, lime shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Lime shall be thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.

#### **3.3 FERTILIZER**

- A. Fertilizer should be applied per soil test recommendations.
- B. When soil tests are not available, the Contractor shall determine the fertilizer grade and spread rate necessary to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- C. Fertilizer shall be applied evenly and thoroughly mixed into the soil to a minimum depth of 3 inches no more than 48 hours before the seed is sown unless authorized by the engineer.
- D. Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.

### 3.4 SEEDING

- A. **Permanent Seeding** mix shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- B. **Temporary Seeding** mix shall be applied evenly at a rate determined by the Contractor as required to adequately perform as a temporary erosion and sediment control measure.
- C. Apply seed evenly with a broadcast seeder, drill, cultipacker seeder, or hydroseeder. Plant seed  $\frac{1}{4}$  to  $\frac{1}{2}$  inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

### 3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type 1 Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

**END OF SECTION**

## SECTION 01600 – PRODUCT REQUIREMENTS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

#### 1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

#### 1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

#### 1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION (NOT USED)

### END OF SECTION



## **SECTION 01720 – CONSTRUCTION STAKING**

### **PART 1 – GENERAL**

#### **1.1 PROJECT DESCRIPTION**

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

#### **1.2 GENERAL**

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

#### **1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 01780 – PROJECT CLOSEOUT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

#### 1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
  - 1. The County agrees the entire work is complete.
  - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

#### 1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
  - 1. The County agrees the entire work is complete.
  - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
  - 1. If the County agrees the entire work is complete, Contract Time will stop.
  - 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

**1.4 Application for Final Payment**

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

**PART 2 – PRODUCTS (NOT USED)**

**PART 3 – EXECUTION (NOT USED)**

**END OF SECTION**

## SECTION 02220 – REMOVALS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

#### 1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

#### 3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

#### 3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

### END OF SECTION

## SECTION 02230 – SITE CLEARING AND GRUBBING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

### END OF SECTION

## SECTION 02300 – EXCAVATION AND EMBANKMENT

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

#### 1.2 SITE COMPACTION TESTING

- A. *All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.*
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
  1. Errors are found in the original quantity or surface elevations shown on the Plans;
  2. An authorized change is made to the typical section or grade; or
  3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. **To qualify for payment, the County shall be notified immediately if rock is encountered.**

## **PART 2 – PRODUCTS**

### **2.1 MATERIALS**

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

## **PART 3 – EXECUTION**

### **3.1 GENERAL**

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

**END OF SECTION**

## SECTION 02335 – SUBGRADE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

### PART 2 – PRODUCTS (NOT USED)

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Subgrade installation shall comply with **Section 205** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION



## SECTION 02337 – DIG OUT REPAIR

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a Mirafi 600X, Geotex 315ST, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740 of these Specifications**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02370 – ROCK BLANKET

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

## SECTION 02630 – STORM DRAINAGE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

#### 1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

#### 1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.  
*Except:*
  - 1. *Aluminized corrugated metal pipes are allowed.*
  - 2. *All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.*
  - 3. *Driveway pipes may be zinc coated, aluminized or polymeric coated.*
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

### **PART 3 – EXECUTION**

#### **3.1 INSTALLATION**

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

**END OF SECTION**

## SECTION 02720 – AGGREGATE

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
  - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
  - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02739 – PRIME/TACK COATS

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

## SECTION 02740 – ASPHALTIC CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

#### 1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.

B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.

C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

## SECTION 02741 – PAVING FABRIC

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The contractor is responsible for installation of GlasPave25™, manufactured by Saint-Gobain Technical Fabrics or approved equal paving fabric, as indicated on the project plans.

#### 1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. The paving mat shall be paid for in accordance with these plans and specifications. The unit of measurement shall be paid for at the contract unit price per square yard installed in place. Overlaps in the paving mat will not be measured and included in the payment quantities.
- B. The accepted quantities subject to payment shall be paid for on the basis of furnishing all labor, materials (including asphalt tack coat), tools, equipment, and incidentals for performing the required work involved in furnishing and placing the mat, complete.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. GlasPave25™ is a combination of fiberglass mesh embedded into high performance polyester mats.

1. Physical Properties

Property	Test Method	Units	Type I
Mass per Unit Area	ASTM D5261	grams/m <sup>2</sup> (oz/yd <sup>2</sup> )	135.6 (4.0)
Wide Width Tensile Strength, MD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Tensile Strength, CD	ASTM D4595.86	kN/m (lbs/in)	25 min (140)
Wide Width Elongation, MD	ASTM D4595.86	%	< 5.0
Melting Point	ASTM D276	°C (°F)	>232 (>450)
Asphalt Retention	Tex-616-J	liters/ m <sup>2</sup> (gal/yd <sup>2</sup> )	0.453 (0.10)
Shrinkage	Tex-616-J	%	0

- B. Tack Coats – Type AC-20 or PG64-22 shall be used. When ambient temperatures are above 90°F, the use of AC-30 or PG70-10 is recommended.
1. Application Rate – Optimum application rate is 0.15 gal/sq. yd. This rate can vary +/- 0.05 gal/sq. yd. depending on the condition of the existing surface. Tack coat coverage shall be across the full width of the paving mat and over any overlaps.



## PART 3 – EXECUTION

### 3.1 INSTALLATION

- A. Vacuum or power broom all surfaces prior to spraying a tack coat and installing the paving mat. All surfaces must be free from dirt and loose debris.
- B. All cracks greater than 1/4 in. (6 mm) must be filled with approved crack sealant and all pot holes must be repaired.
- C. If finish or profile milling has been performed, a leveling course is typically not required prior to the placement of the paving mat. This will depend on the smoothness of the surface created during the milling operation and the specific interlayer material being placed. The milling equipment and operation shall have the capability to:
  - 1. Remove asphalt concrete to a minimum depth of 1/4 in. (6 mm).
  - 2. Provide a surface relief (distance between ridges) of no more than 1/4 in. (6 mm).
  - 3. Maintain a 1/4 in. (6 mm) grade tolerance over the surface (transverse and longitudinally).
  - 4. There shall be no more than 1/4 in. (6 mm) vertical height variation between planed and un-planed surfaces at the inside edge of conform and taper mills.
  - 5. If cold planing is performed, a leveling course is required prior to the placement of the paving mat.
  - 6. A leveling course is required over all Portland cement concrete prior to placement of the paving mat.
- D. A hot asphalt cement spray tack coat must be used prior to installing the paving mat. If a chip seal is placed on top of the paving mat, then either asphalt hot spray or emulsions can be used. In not situation shall cut backs or solvent based bitumen be used.
- E. The tack coat shall be applied by a motorized distributor (spreader) that has the capability of adjusting spray rates by 1/10 gal/sq yd. The valves on the distributor bar must fan in an overlap fashion at the recommended application rate.
- F. The recommended application is 0.15 gal/sq yd or 0.70 liters/m<sup>2</sup>.
- G. If the tack coat must be placed by hand, then a spray can or squeegee should be used. This practice is not recommended and should only be considered for unique circumstances.
- H. The paving mat can be placed by tractor or a distributor truck with a fabric applicator attached to the back. A full width broom shall be attached to the applicator to push the paving mat into the tack coat. If the paving mat needs to be placed by hand, then it should be broomed into the hot tack coat. Any wrinkling must be repaired by slitting and lapping in the direction of the paving train.
- I. Asphalt concrete (AC) or chip seal (CS) should be placed the same day. Vehicular traffic shall be kept off the paving mat until the AC or CS is installed.

- J. Surface and ambient temperature during fabric installation shall be warm enough to allow adequate "tack" from the asphalt binder to hold the paving fabric in place. A minimum temperature for application of most asphalt cement binders is approximately 50° F (10° C) and rising.
- K. Overlaps
1. Transverse – minimum 3 in. (75mm), Longitudinal – minimum 2 in. (50 mm)
  2. All Transverse overlaps should be "shingled" in the direction of the paving train.
- L. Protection
1. Traffic – Only construction traffic should be allowed to run on the paving mat, and no traffic should be allowed on the tack coat.
  2. All paving machines are allowed to run on the paving mat, however, all turns should be made gradually. All normally accepted paving operations, including belly dumps, etc., can be deployed. A nominal 2 in. (50 mm) asphalt overlay, with any location having a minimum compacted thickness of 1 1/2 in. (40 mm), is required. In the event that too much tack coat has been applied to the surface, then small quantities of asphalt concrete can be broadcast on the paving mat. Best practices used on any paving mat may be used on GlasPave25™.
  3. Storage – The paving mat should be stored indoors prior to use.

**END OF SECTION**

## SECTION 02750 – PORTLAND CEMENT CONCRETE PAVING

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of Portland cement concrete paving at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.
- C. The Contractor will be held responsible for the correct alignment, grade and contour specified. **Any spots higher than one-eighth (1/8) inch in ten (10) feet for concrete pavement shall be ground to the required surface by the Contractor at his own expense.**

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of Portland cement concrete paving shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Portland Cement Concrete Pavement will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Concrete used in the construction of portland cement concrete paving shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02770 – CONCRETE CURB AND GUTTER

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete curb and gutter at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete curb and gutter shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Curb and Gutter will be measured and paid for on a Linear Feet or Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. Concrete used in the construction of concrete curb and gutter shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.
- B. Reinforcing steel shall conform to **Section 238** of the **Boone County Roadway Regulations Chapter II**.
- C. Joint materials shall conform to **Section 231** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of concrete curb and gutter shall comply with **Section 232** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02773 – CONCRETE DRIVEWAY

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete driveway at the thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete driveway shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Driveway will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

Concrete used in the construction of concrete driveway shall be **Class "A"** concrete, unless otherwise specified and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II**.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of concrete driveway shall comply with **Section 237** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SECTION 02775 – CONCRETE SIDEWALK

### PART 1 – GENERAL

#### 1.1 PROJECT DESCRIPTION

The work consists of the placement of concrete sidewalk at the width, thickness and locations indicated on the Plans.

#### 1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications requirements and Ready Mix delivery tickets (ASTM C94).

#### 1.3 QUALITY ASSURANCE

- A. Compressive strength testing per ASTM C94
- B. Thickness Tolerance – Deficiency shall not exceed 1/4 inch.

#### 1.4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Final measurement of concrete sidewalk shall be made in the field. All areas must be approved by on-site inspector before removal and replacement.
- B. Concrete Sidewalk will be measured and paid for on a Square Yard bid price as listed on the Bid Form.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

Concrete used in the construction of concrete sidewalk shall be **Class "A"** concrete, unless otherwise specified, and all materials, proportioning, air-entraining, mixing, and transporting for Portland cement concrete shall be in accordance with **Section 230** of the **Boone County Roadway Regulations Chapter II** with the additional requirement that the amount of chert in crushed limestone aggregate shall not exceed two percent (2%) by weight..

### PART 3 – EXECUTION

#### 3.1 INSTALLATION

Placement of concrete sidewalk shall comply with **Section 234** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

## SPECIAL PROVISIONS

1. LIQUIDATED DAMAGES: MODOT Standard Specification Section 108.8.1.2.a preventing charges for liquidated damages from December 15 to March 15, both dates inclusive, does not apply to this project.
2. SANITARY/SEPTIC WASTE MANAGEMENT: Sufficient temporary toilet facilities to serve the number of workers on the site shall be provided. The facilities shall be serviced frequently to maintain a sanitary condition.
3. CONTROL POINTS AND SURVEY MONUMENTS: Survey control points, property corners and survey monuments shall be maintained or replaced in accordance with Technical Specification 01720.
4. EXISTING SIGNS: Existing signs and posts that conflict with construction shall be salvaged by the Contractor and delivered to Boone County Public Works at 5551 South Tom Bass Road, Columbia, Missouri unless otherwise noted on the Plans. Coordinate delivery with the Boone County Inspector. Cost shall be incidental to the Removals bid item.
5. EROSION CONTROL: It is the Contractor's responsibility to insure proper erosion control practices are installed on the project and no silt leaves the construction area. The Plans do not show specific BMP's which allows the contractor the flexibility to account for seasonal weather, construction means and methods, and construction schedule.

Erosion control shall follow Section 01570 of the Technical Specifications. As industry standards and new products are continually coming to market, substitution for products shown in these Project Documents will be allowed as long as they are submitted and approved by Boone County Resource Management before installation. This flexibility does not relieve the Contractor of meeting minimum preventative erosion control standards. Appropriate perimeter controls must be installed before beginning grading operations.

Erosion Control will be paid for at the contract Lump Sum bid price and shall include installation, maintenance, repair, and removal once permanent erosion control is established.

6. RESTORATION: The separate seeding and erosion control performance bond described in the Maintenance Requirements Paragraph on page 10.5 of the Contract Conditions and Paragraphs 3.6.B.1 and 3.6.C of Section 01590 of the Technical Specifications is not required for this project. The Contractor is responsible for restoring permanent grass cover to all non-paved, disturbed areas at 70% density over 100% of the project area. Restored topsoil thickness shall be uniform and no less than 4 inches thick. Cost for the topsoil shall be included in the Restoration bid item price.
7. SITE CLEARING AND GRUBBING: This work shall include all work described in Section 02230-Site Clearing and Grubbing of the Technical Specifications and Section 200 of the Boone County Roadway Regulations Chapter II. Site Clearing and Grubbing will be paid for at the contract lump sum bid price and shall include scalping and off-site disposal of all existing vegetation prior to topsoil stripping. All stumps must be removed from the ground. All trees and brush removed shall be ground and removed from the project site. Burning will not be allowed.
8. REMOVALS: This work shall include removal and disposal of existing culverts, existing fence, existing water gaps (including debris and tires) and any excess earth or aggregate. Removal of old concrete bridge abutments and steel piling shall also be included in this item. The Contractor shall abide by all federal, state and local laws and ordinances regarding disposal items.
9. BANK GRADING AND SHAPING: This item includes excavation and compacted embankment required to grade and shape the banks at the culvert ends and the roadway ditch transitions to the proposed contours. It also includes any undercutting required to place the rock blanket at the proposed elevations.

10. ROCK EXCAVATION: Soil borings indicate limestone may be encountered where shown on the Plans. If shale or rock is encountered during excavation, the Contractor shall notify Boone County and Section 201.2 of the Boone County Roadway Regulations Chapter II will be followed to determine if it will be considered rock excavation or earth excavation. If rock excavation is not required, no payment will be made for the Rock Excavation bid item.
11. UNSUITABLE PIPE/CULVERT FOUNDATION MATERIAL: No unsuitable foundation material is expected below the pipe/culvert bedding subgrade elevation on this Project. However, if the Engineer is notified of a questionable area and determines the in-situ material is unsuitable for pipe/culvert foundation, the Contractor shall remove the designated unsuitable area per Section 201, Paragraph 201.6.8 of the Boone County Roadway Regulations Chapter II. Removal and replacement of unsuitable foundation material up to and including 12" below the bedding subgrade elevation shall be incidental to the Pipe/Culvert bid item.

Removal and replacement of unsuitable foundation material greater than 12" below the bedding subgrade elevation in pre-approved areas will be considered additional work covered by the Unsuitable Pipe/Culvert Foundation Material bid item. The additional work shall include excavation of the unsuitable material to a maximum depth of 24" below the bedding subgrade elevation, construction of a geotextile fabric (same fabric as under Rock Blanket) lining in the trench bottom and up the sides to 6" above the bedding subgrade elevation and backfilling with 3-1/2" minus aggregate compacted in loose lifts not to exceed 8" in depth. Contractor may request Engineer approval of alternate aggregate gradation based on availability or site conditions at no additional cost. Unsuitable Pipe/Culvert Foundation Material shall be paid for at the unit bid price per cubic yard based on field measurements by the Engineer. If Unsuitable Pipe/Culvert Foundation Material is not required, no payment will be made for the bid item.

12. 108" and 120" CMP PIPE ARCH: These items include furnishing and installing each specified pipe size. Installation shall include trench excavation, dewatering, pipe placement, and aggregate bedding and backfill.
13. 108" and 120" CMP PIPE ARCH CONNECTING BANDS – 4' WIDE: These items include furnishing and installing each specified connecting band size. Installation shall include placing pipe mastic in the void space on the inside of the sections being joined after the full length of culvert has been installed and backfilled but prior to water being allowed to run through the culvert.
14. TEMPORARY FENCING: Temporary fencing may be required in the areas where proposed fencing and water gaps are shown to be constructed if livestock are being pastured during the construction period. Temporary fencing shall consist of four strands of barbed wire attached to steel T-posts on ten foot maximum horizontal spacing. The quantity of temporary fencing is an estimate and will be constructed at a location acceptable to the landowner, Engineer and Contractor and removed upon completion of the permanent fencing. Payment will be made on the measured in-place quantity. If the landowner decides no temporary fencing is needed, no payment will be made for the Temporary Fencing bid item.



## APPENDIX A

### STATE WAGE RATES

**GENERAL:** This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

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

**NOTICES:** Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

**PENALTY:** Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

**AFFIDAVIT OF COMPLIANCE:** After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

**WAGE DETERMINATION:** During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

**THIS PAGE INTENTIONALLY LEFT BLANK**

# Missouri

## Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

## Annual Wage Order No. 22

Section 010  
BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

John E. Lindsey, Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2015

Last Date Objections May Be Filed: April 9, 2015

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	1/16		\$32.36	55	60	\$21.41
Boilermaker	8/15		\$34.76	57	7	\$28.00
Bricklayer and Stone Mason	6/15		\$28.95	59	7	\$16.25
Carpenter	6/15		\$24.75	60	15	\$15.55
Cement Mason	6/15		\$26.83	9	3	\$11.95
Communication Technician	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Inside Wireman)	6/15		\$31.35	28	7	\$12.70 + 13%
Electrician (Outside-Line Construction)\Lineman	9/15		\$42.52	43	45	\$5.00 + 36.5%
Lineman Operator	9/15		\$36.70	43	45	\$5.00 + 36.5%
Groundman	9/15		\$28.38	43	45	\$5.00 + 36.5%
Elevator Constructor		a	\$44.37	26	54	\$28.385
Glazier	10/15		\$26.57	122	76	\$11.33
Ironworker	8/15		\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$21.71	42	44	\$12.84
First Semi-Skilled			\$23.71	42	44	\$12.84
Second Semi-Skilled			\$22.71	42	44	\$12.84
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		\$24.63	60	15	\$15.55
Marble Mason	10/15		\$21.66	124	74	\$12.68
Marble Finisher	10/15		\$14.14	124	74	\$9.08
Millwright	6/15		\$25.75	60	15	\$15.55
Operating Engineer						
Group I	6/15		\$28.66	86	66	\$24.01
Group II	6/15		\$28.66	86	66	\$24.01
Group III	6/15		\$27.41	86	66	\$24.01
Group III-A	6/15		\$28.66	86	66	\$24.01
Group IV	6/15		\$26.43	86	66	\$24.01
Group V	6/15		\$29.36	86	66	\$24.01
Painter	6/15		\$22.94	18	7	\$11.33
Pile Driver	6/15		\$25.75	60	15	\$15.55
Pipe Fitter	7/15	b	\$37.00	91	69	\$26.68
Plasterer	6/15		\$25.40	94	5	\$12.00
Plumber	7/15	b	\$37.00	91	69	\$26.68
Roofer \ Waterproofer	10/15		\$29.30	12	4	\$14.87
Sheet Metal Worker	7/15		\$31.14	40	23	\$16.24
Sprinkler Fitter - Fire Protection	6/15		\$32.39	33	19	\$19.05
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter	10/15		\$21.66	124	74	\$12.68
Tile Finisher	10/15		\$14.14	124	74	\$9.08
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Truck Driver-Teamster						
Group I			\$25.30	101	5	\$10.70
Group II			\$25.95	101	5	\$10.70
Group III			\$25.45	101	5	\$10.70
Group IV			\$25.95	101	5	\$10.70

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

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

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

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

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- \*\*b - All work over \$7 Mil. Total Mech. Contract - \$37.00, Fringes - \$26.68  
All work under \$7 Mil. Total Mech. Contract - \$35.66, Fringes - \$21.29
- c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

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

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 9:** Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 12:** Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

**NO. 18:** Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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

**NO. 28:** Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

**NO. 33:** Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

**NO. 40:** Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

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

**NO. 42:** Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hour's; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 57:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$26.71 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.



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

**NO. 59:** Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

**NO. 60:** Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. NOTE: All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

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

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

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

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 94:** Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

**NO. 101:** Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

**NO. 122:** Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

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

**NO. 124:** Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 4:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 15:** All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

**NO. 19:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

**NO. 23:** All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

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

**BOONE COUNTY  
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 74:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

**NO. 76:** Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	\$30.41	23	16	\$15.55
Electrician (Outside-Line Construction)\Lineman	9/15	\$42.52	9	12	\$5.00 + 36.5%
Lineman Operator	9/15	\$36.70	9	12	\$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	\$23.90	32	31	\$9.73 + 3%
Groundman	9/15	\$28.38	9	12	\$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	\$17.64	32	31	\$7.72 + 3%
Laborer					
General Laborer	6/15	\$27.36	2	4	\$12.82
Skilled Laborer	6/15	\$27.36	2	4	\$12.82
Millwright	6/15	\$30.41	23	16	\$15.55
Operating Engineer					
Group I	6/15	\$27.74	21	5	\$23.91
Group II	6/15	\$27.39	21	5	\$23.91
Group III	6/15	\$27.19	21	5	\$23.91
Group IV	6/15	\$23.54	21	5	\$23.91
Oiler-Driver	6/15	\$23.54	21	5	\$23.91
Pile Driver	6/15	\$30.41	23	16	\$15.55
Traffic Control Service Driver		\$26.415	28	27	\$9.045
Truck Driver-Teamster					
Group I	6/15	\$28.87	25	21	\$12.05
Group II	6/15	\$29.03	25	21	\$12.05
Group III	6/15	\$29.02	25	21	\$12.05
Group IV	6/15	\$29.14	25	21	\$12.05

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

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

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

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

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 21:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.



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

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. **For all overtime hours worked during the week or on Saturday \$14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.50 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 28:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.



**BOONE COUNTY  
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 5:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 27:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX B

### STANDARD TERMS AND CONDITIONS-CONTRACT WITH BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.
16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern

17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO,) Manufacturer's Statement of Origin (MSO,) Bill of Sale (BOS,) and Application for Title.
19. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

## **APPENDIX C**

### **PROJECT PLANS AND/OR DETAILS**

The Project Plans and/or Details are provided separate from these Specifications but shall be considered part of the contract documents as if included herein.

**THIS PAGE INTENTIONALLY LEFT BLANK**

## APPENDIX D

### US ARMY COE NATIONWIDE PERMIT CONDITIONS

This Project is authorized by Nationwide Permit (NWP) No. 14, Linear Transportation Projects. The Contractor shall meet the conditions listed in the excerpts included in this Appendix.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**MISSOURI  
NATIONWIDE PERMIT REGIONAL CONDITIONS**

**For All Nationwide Permits:**

1. **Stream Crossings.** In addition to requirements of General Condition (2) and General Condition (9) of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at:  
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MORC1Streams.pdf>.
2. **Seasonal Restrictions for Activities Proposed in Spawning Areas.** In addition to the requirements of General Condition (3) of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at:  
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/SpawningList.pdf>
3. **Invasive and Exotic Species.** Plant species listed at <http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MOInvasivePlants.pdf> shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: <http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml>. Known zebra mussel waters within Missouri can be found at: <http://nas.er.usgs.gov/queries/zmbvst.asp>.
4. **Suitable Material.** In addition to the specific examples in General Condition (6) of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, garbage, tires, treated lumber (chromated copper arsenate (CCA), creosote, and pentachlorophenol), liquid concrete not poured into forms, grouted riprap, bagged cement, and sewage or organic waste.  
  
Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement. Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.
5. **Priority Watersheds.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at  
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/PriorityWatersheds.pdf>
6. **Special Aquatic Resources.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.
7. **Sensitive Aquatic Species.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:  
<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2012/MORC7AquaticSpecies.pdf>. The submitted preconstruction notification will be coordinated in accordance with General Condition 31(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

**For Specific Nationwide Permits:**

8. **NWP 12 – Utility Line Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.
9. **NWP 23 - Approved Categorical Exclusions.** The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 31, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.
10. **NWP 27 – Stream and Wetland Restoration Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.
11. **NWP 44 – Mining Activities.** Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.
12. **Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, 52.** The applicant must request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition (31)(e) for making waiver determinations.
13. **Lake of the Ozarks:** The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33, and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41, and 44 are revoked in the Lake of the Ozarks. NWPs 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M <http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/permits/GP-38M.pdf>. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: <http://www.ameren.com/sites/ae/lakeoftheozarks/Pages/Home.aspx>

**Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition (31) of the Nationwide Permits.**

## Excerpts from the February 21, 2012 Federal Register Nationwide Permit General Conditions

### 1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) – (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to



ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWP.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal

zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWP does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or

other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that

require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

#### D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the

duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district

engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

**THIS PAGE INTENTIONALLY LEFT BLANK**



STATE OF MISSOURI  
CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION  
2012 GENERAL AND SPECIFIC CONDITIONS  
NWP 14 - LINEAR TRANSPORTATION PROJECTS

These conditions ensure that activities carried out under Nationwide Permits (NWPs) do not violate the Water Quality Standards of the State of Missouri resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability, and/or impacts to the biological and chemical integrity of the waters. These conditions are in addition to, not a replacement for, those conditions included by the federal authorities. Proposed projects authorized by the NWPs listed above that cannot be conducted within the conditions listed below must apply for Individual Clean Water Act Section 401 Water Quality Certification (certification).

Applications for certification should be sent to the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov). A complete application consists of the application submitted to the U.S. Army Corps of Engineers (Corps) as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable, mitigation plans (10 CSR 20-6.060(5)).

An issued certification becomes part of the 404 Permit and; therefore, expires with the 404 Permit unless explicitly stated in the certification. Not all permit modifications require the certification to be modified and/or reissued. An example would be when a permit expiration date is extended or the permit is reissued and there are no changes to the original project, the certification may remain valid for that project.

The Department encourages, but does not require, the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: <http://www.epa.gov/owow/NPS/lid/> and [www.lid-stormwater.net/lid\\_techniques.htm](http://www.lid-stormwater.net/lid_techniques.htm).

GENERAL CONDITIONS for ALL NWPs

1. NWPs shall not allow the filling of jurisdictional springs.
2. Acquisition of a NWP(s) and the attendant certification(s) shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System (NPDES) Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Missouri Department of Natural Resources' Regional Office in the project area. A regional office map with contact information can be located at [www.dnr.mo.gov/regions/regions.htm](http://www.dnr.mo.gov/regions/regions.htm).
3. Care shall be taken to keep machinery out of the waterway as much as possible. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent floodway beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Missouri Department of Natural Resources' Environmental Emergency Response number at (573) 634-2436.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable for bank stabilization and shall not be used due to their potential to cause violations of the general criteria of the Water Quality Standards (10 CSR 20-7.031 (3)(A)-(H)):
  - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the Missouri NWP Regional Conditions ([http://www.nwk.usace.army.mil/regulatory/NWP\\_2012/nwp.htm](http://www.nwk.usace.army.mil/regulatory/NWP_2012/nwp.htm)) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows;
  - b. Concrete with exposed rebar;
  - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state;
  - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure; and
  - e. Any material containing chemical pollutants (including but not limited to creosote or pentachlorophenol).
6. Clearing of vegetation/trees shall be the minimum necessary to accomplish the activity. A vegetated corridor shall be maintained from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of this NWP, lack of ownership or control of any portion of this corridor may be considered a legitimate and discretionary cause to waive this requirement on that portion.

7. This certification is not valid for any Section 404 Permit issued on a water that is:
  - a. Listed as impaired by inorganic sediment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report). For convenience a table of these impaired waters is provided at the following website: [www.nwk.usace.army.mil/regulatory/NWP\\_2012/IMO/MOWQC\\_Con7.pdf](http://www.nwk.usace.army.mil/regulatory/NWP_2012/IMO/MOWQC_Con7.pdf);
  - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water; or
  - c. Located in a designated metropolitan no-discharge stream.

The most current Water Quality Report can be found at <http://www.dnr.mo.gov/env/wpp/waterquality/305b/>. A listing of *Outstanding National and State Resource Waters* and *Metropolitan No-Discharge Streams* can be found in 10 CSR 20-7.031, Tables D, E and F or at <http://www.sos.mo.gov/adrules/csr/current/10csr10c20-7.pdf>.

The Department's geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at <http://msdis.missouri.edu/>.

Additional information to identify the project location may be obtained from the program at (573) 751-1300.

8. Streambed gradient shall not be permanently altered during project construction.
9. NWP's issued by the Corps for which the 300 linear foot threshold for stream impacts is waived by the district engineer shall require individual certification by the state. This is applicable to all NWP's where the permit has a 300 linear foot threshold including NWP's 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52.
10. No project under a NWP shall accelerate bed or bank erosion.
11. Representatives from the Department shall be allowed on the project property to inspect the authorized activity at any time deemed necessary to ensure compliance with permit conditions.
12. You must submit a copy of the signed "Compliance Certification" referenced in NWP General Condition No. 30 as proof of project completion when the original is submitted to the Corps. This document is to be sent to the Missouri Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176 or electronically to [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov).
13. After avoidance and minimization for the project, unavoidable stream impacts shall be mitigated appropriately. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and the "State of Missouri Wetland Assessment Method" as well as other mitigation guidance located on-line at <http://www.nwk.usace.army.mil/regulatory/CompMil/compmit.htm>.
14. Best Management Practices shall be used during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by construction disturbances.
15. Pursuant to Chapter 644.038, RSMo, the Department certifies all NWP's for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2009 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

#### SPECIFIC CONDITIONS for NWP 14 - Linear Transportation Projects

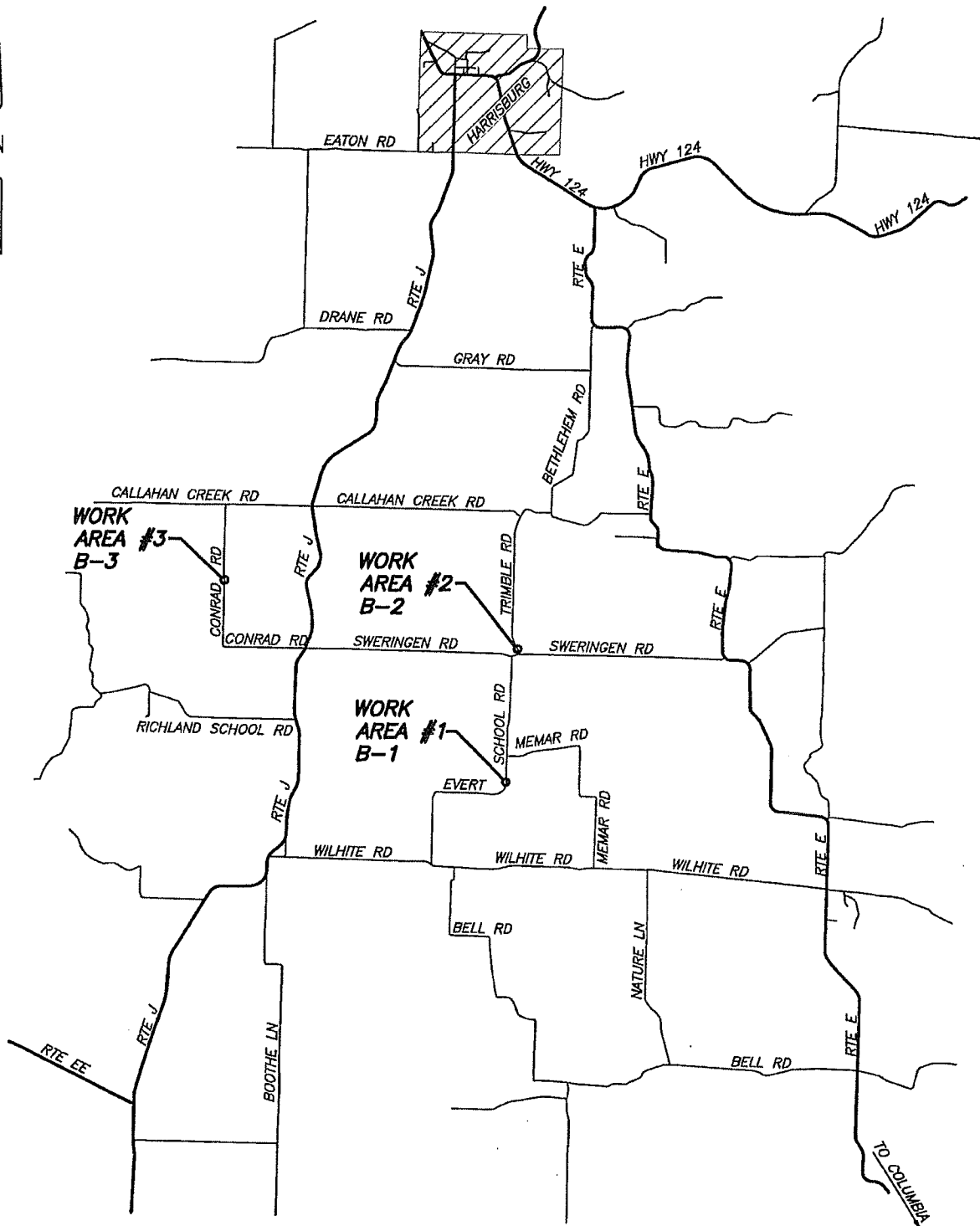
1. The permittee must propose and employ measures to mitigate the removal of impounded gravel in the unstable area upstream of the low water crossing to prevent it from being transported downstream and/or constructing a notched weir to slow the release of impounded gravel from upstream of the low water crossing.
2. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a waterway.

## **APPENDIX E**

### **SOIL BORING LOGS**

The following soil boring log data was prepared by Terracon Consultants, Inc. of Columbia, Missouri. The boring locations are shown on the Soil Boring Location Map in this Appendix and on Sheets 2, 3 and 4 of the Plans.

**THIS PAGE INTENTIONALLY LEFT BLANK**



**SOIL BORING LOCATION MAP**

NOT TO SCALE



***EVERT SCHOOL ROAD, TRIMBLE ROAD AND CONRAD ROAD  
DRAINAGE STRUCTURE IMPROVEMENTS***

# BORING LOG NO. B-1

**PROJECT:** Drainage Structure Improvements

**CLIENT:** Boone county Resource Management  
Columbia, Missouri

**SITE:** Evert School Rd., Trimble Rd., and Conrad Rd.  
Boone County, Missouri

GRAPHIC LOG	LOCATION	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY TORVANE/HP (pcf)
	Latitude: 39.069625° Longitude: -92.455302°  Surface Elev.: 655.9 (FL.)							
	ELEVATION (FL.)							
1.0	<b>12" Gravel</b> , trace clay	655						
	<b>FILL - LEAN CLAY (CL)</b> , trace crushed limestone, brown			X	12	1-1-1 N=2	1	1000 (HP)
				X	18	1-1-2 N=3	2	1000 (HP)
	trace fine sand and organics			X	18	1-2-6 N=8	3	2000 (HP)
				X	4	3-4-6 N=10	4	1000 (HP)
	trace weathered rock							
13.5	<b>LIMESTONE</b> , tan	642.5						
13.6	<i>Split-Spoon Sampler Refusal at 13.6 Feet</i>	642.5						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic SPT Hammer

Advancement Method:  
4" Continuous Flight Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

Elevations were provided by others.

Notes:

**WATER LEVEL OBSERVATIONS**

▽ While drilling



Boring Started: 2/11/2016

Boring Completed: 2/11/2016

Drill Rig: CME-550

Driller: SB

Project No.: 09165007

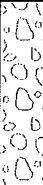

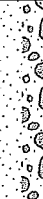

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOGS-NO WELL\_09165007.GPJ TERRACON2015.GDT 2/23/16

# BORING LOG NO. B-2

**PROJECT:** Drainage Structure Improvements

**CLIENT:** Boone county Resource Management  
Columbia, Missouri

**SITE:** Evert School Rd., Trimble Rd., and Conrad Rd.  
Boone County, Missouri

GRAPHIC LOG	LOCATION	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)
	Latitude: 39.083528° Longitude: -92.453978°  Surface Elev.: 657.1 (Ft.) ELEVATION (FL.)							
DEPTH								
	<b>Crushed Limestone</b> , tan			X		9-10-8 N=18	1	
4.5		652.5		X	4	5-6-5 N=11	2	2000 (HP)
	<b>LEAN CLAY</b> , with fine sand, brown, medium stiff to stiff			X	18	1-2-4 N=6	3	2000 (HP)
8.0		649		X	18	4-7-7 N=14	4	
	<b>POORLY GRADED SAND WITH GRAVEL (SP)</b> , fine grained, brown, medium dense			X	18			
13.0		644	▽					
	<b>SHALEY CLAY</b> , with fine sand and coal, dark brown, hard			X	18	11-20-50 N=70	5	8000 (HP)
15.0		642						
	<b>Boring Terminated at 15 Feet</b>							

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic SPT Hammer

Advancement Method:  
4" Continuous Flight Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

Notes:

Elevations were provided by others.

**WATER LEVEL OBSERVATIONS**  
▽ While drilling



Boring Started: 2/11/2016  
Drill Rig: CME-550  
Project No.: 09165007

Boring Completed: 2/11/2016  
Driller: SB

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09165007.GPJ TERRACON2015.GDT 2/23/16

# BORING LOG NO. B-3

**PROJECT:** Drainage Structure Improvements  
**SITE:** Evert School Rd., Trimble Rd., and Conrad Rd.  
 Boone County, Missouri

**CLIENT:** Boone county Resource Management  
 Columbia, Missouri

GRAPHIC LOG	LOCATION	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (in.)	FIELD TEST RESULTS	SAMPLE NUMBER	LABORATORY TORVANE/HP (psf)
	Latitude: 39.090412° Longitude: -92.491646° Surface Elev.: 720.0 (Ft.) ELEVATION (Ft.)							
	<b>12" Gravel</b> , trace clay	1.0						
1.0	<b>FILL - FAT CLAY (CH)</b> , with sand and trace gravel, brown	719			18	1-2-2 N=4	1	3000 (HP)
5					18	3-3-3 N=6	2	4000 (HP)
6.0					18	3-3-3 N=6	3	3000 (HP)
10	<b>LEAN CLAY (CL)</b> , with trace fine sand, brown and gray, medium stiff to very stiff	714			18	2-3-4 N=7	4	4000 (HP)
15			▽		18	10-11-13 N=24	5	6500 (HP)
	<b>Boring Terminated at 15 Feet</b>	705						

Stratification lines are approximate. In-situ, the transition may be gradual.

Hammer Type: Automatic SPT Hammer

Advancement Method:  
4" Continuous Flight Auger

Abandonment Method:  
Boring backfilled with soil cuttings upon completion.

Elevations were provided by others.

Notes:

**WATER LEVEL OBSERVATIONS**  
 ▽ While drilling

**Terracon**  
 3601 Mojave Court, Suite A  
 Columbia, Missouri

Boring Started: 2/11/2016

Boring Completed: 2/11/2016

Drill Rig: CME-550

Driller: SB

Project No.: 09165007

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL\_09165007.GPJ TERRACON2015.GDT 2/23/16



**PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Brauer Construction, LLC  
205 W High, Syracuse, MO 65354  
as Principal, hereinafter called Contractor, and Old Republic Surety Company  
445 S Moorland Road, Suite 200, Brookfield, WI 53005  
a Corporation, organized under the laws of the State of \_\_\_\_\_  
and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety,  
are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called  
Owner, in the amount of One Hundred Ninety-Five Thousand Four Hundred Twenty-Five Dollars & 00/100 Dollars  
(\$ 195,425.00 ),  
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated \_\_\_\_\_ entered into a  
Contract with Owner for:

**CONTRACT NUMBER 24-19MAY16**  
**Evert School RD/Trimble RD/Conrad RD Drainage Structure Improvement**  
**BOONE COUNTY, MISSOURI**

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri, on this 8th day of June, 2016.

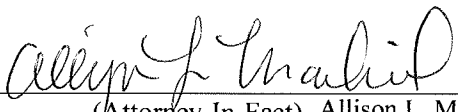
Brauer Construction, LLC  
(Contractor)

(SEAL)

BY:   
Old Republic Surety Company  
(Surety Company)

(SEAL)



BY:   
(Attorney-In-Fact) Allison L. Madrid

BY: N/A  
(Missouri Representative)

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

Surety Contact Name: Winter-Dent & Company  
Phone Number: (573) 634-2122  
Address: PO Box 1046  
Jefferson City, MO 65102

**LABOR AND MATERIAL PAYMENT BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we, Brauer Construction, LLC  
205 W High, Syracuse, MO 65354,  
as Principal, hereinafter called Contractor, and Old Republic Surety Company  
445 S Moorland Road, Suite 200, Brookfield, WI 53005  
a corporation organized under the laws of the State of Wisconsin, and  
authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are  
held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner,  
for the use and benefit of claimants as herein below defined, in the amount of

One Hundred Ninety-Five Thousand Four Hundred Twenty-Five Dollars & 00/100 DOLLARS

(\$ 195,425.00), for the payment whereof Contractor and Surety bind themselves,  
their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by  
these presents:

WHEREAS, Contractor has by written agreement dated \_\_\_\_\_ entered  
into a contract with Owner for

**CONTRACT NUMBER 24-19MAY16**  
**Evert School RD/Trimble RD/Conrad RD Drainage Structure Improvement**  
**BOONE COUNTY, MISSOURI**

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

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

- A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.
- B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.
- C. No suit or action shall be commenced hereunder by any claimant:

**An Affirmative Action/Equal Opportunity Institution**

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

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

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

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

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-In-Fact at Columbia, Missouri on this 8th day of June 20 16.

CONTRACTOR Brauer Construction, LLC (SEAL)

BY: *Chris M. N.*

SURETY COMPANY Old Republic Surety Company

BY: *Allison L. Madrid*  
(Attorney-In-Fact) Allison L. Madrid



BY: N/A  
(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond. Include Surety's address and contact name with phone number)

Surety Contact Name: Winter-Dent & Company

Phone Number: (573) 634-2122

Address: PO Box 1046

Jefferson City, MO 65102

**An Affirmative Action/Equal Opportunity Institution**



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KRIS COPRA, LOUIS A. LANDWEHR, ALLISON L. MADRID, DARLA A. VELTROP, OF JEFFERSON CITY, MO

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED THOUSAND DOLLARS(\$500,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of MAY, 2016.

OLD REPUBLIC SURETY COMPANY

*Jane E. Cherney*  
Assistant Secretary



*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of MAY, 2016, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public  
My commission expires: 9/28/2018

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2559

Signed and sealed at the City of Brookfield, WI this 8th day of June, 2016.



*Jane E. Cherney*  
Assistant Secretary



WINTER-DENT & CO.

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

**TO BE ATTACHED TO ALL  
MISSOURI POLICIES AND  
CONTRACTS**

Old Republic Surety Company  
445 S Moorland Road, Suite 200  
Brookfield, WI 53005



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/9/2016

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

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

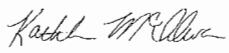
<b>PRODUCER</b> Winter-Dent P O Box 1046 Jefferson City, MO 65102	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (573) 634-2122      FAX (A/C, No): (573) 636-7500 E-MAIL ADDRESS: mail@winterdent.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> United Fire & Casualty Company	<b>NAIC #</b> 13021
<b>INSURED</b> Brauer Construction LLC Chris Brauer 205 W High Syracuse, MO 65354	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	60414246	05/05/2016	05/05/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	60414246	05/05/2016	05/05/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			60414246	06/08/2016	05/05/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ <b>Aggregate</b> \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	60414246	05/05/2016	05/05/2017	PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<b>Builders Risk</b>			60414246	05/05/2015	05/05/2016	<b>Limit</b> 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RFB 24-19MAY16 - Evert School RD/Trimble RD/Conrad RD Drainage Structure Improvement  
County of Boone, Missouri is an additional insured with waiver of subrogation per auto liability form CA71411011 & general liability form CG71850215.  
Umbrella Coverage Form CU00001 reads coverage will follow form.

<b>CERTIFICATE HOLDER</b>  County of Boone, Missouri C/O Purchasing Department 613 E Ash Street Columbia, MO 65201	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)**

**BUSINESS AUTO ULTRA ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**COVERAGE INDEX**

Description	Page
TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE	1
DRIVE OTHER CAR COVERAGE	1
BROAD FORM INSURED	2
EMPLOYEES AS INSURED	2
ADDITIONAL INSURED STATUS BY CONTRACT, AGREEMENT OR PERMIT	2
AMENDED FELLOW EMPLOYEE EXCLUSION	2
TOWING AND LABOR	3
PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE	3
EXTRA EXPENSE - THEFT	3
RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE	3
PERSONAL EFFECTS COVERAGE	4
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	4
AIRBAG ACCIDENTAL DISCHARGE	4
AUTO LOAN/LEASE TOTAL LOSS PROTECTION ENDORSEMENT	4
GLASS REPAIR – DEDUCTIBLE AMENDMENT	5
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	5
WAIVER OF SUBROGATION REQUIRED BY CONTRACT	5
UNINTENTIONAL FAILURE TO DISCLOSE	5
HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE	5
EXTENDED CANCELLATION CONDITION	5
EXTENDED MEDICAL PAYMENT COVERAGE, UNINSURED AND UNDERINSURED	5
MOTORISTS COVERAGE	6
EXTENDED PHYSICAL DAMAGE COVERAGE	6
LIBERALIZATION	6

The COVERAGE INDEX set forth above is informational only and grants no coverage.

Terms set forth in ***(Bold Italics)*** are likewise for information only and by themselves shall be deemed to grant no coverage.

**A. TEMPORARY SUBSTITUTE AUTO PHYSICAL DAMAGE**

**SECTION I – COVERED AUTOS**, paragraph C. **Certain Trailers, Mobile Equipment and Temporary Substitute Autos** is amended by adding the following at the end of the existing language:

If Physical Damage Coverage is provided under this Coverage form for an “auto” you own, the Physical Damage coverages provided for that owned “auto” are extended to any “auto” you do not own while used with the permission of its owner as a temporary substitute for the covered “auto” you own that is out of service

because of its breakdown, repair, servicing, “loss”, or destruction.

**B. DRIVE OTHER CAR COVERAGE**

The following language is added to **SECTION I – COVERED AUTOS-** as paragraph D. **Drive Other Car Coverage**,

If Liability Coverage is provided by this Coverage Form, any “auto” you don’t own, hire or borrow is a covered “auto” for Liability Coverage while being used by:



1. You, if you are designated in the Declarations as an Individual;
2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
3. Your members or managers, if you are designated in the Declarations as a limited liability company;
4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and
5. The spouse of any person named in **B.1** through **B. 4.** while a resident of the same household.

except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

### C. BROADENED LIABILITY COVERAGES

**SECTION II – LIABILITY COVERAGE** in Paragraph **A. Coverage at 1. Who Is An Insured** is amended to include the following:

***(Broad Form Insured)***

- d. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- e. Any organization that is acquired or formed by you, during the term of this policy and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
  - (1) That is a joint venture or partnership,
  - (2) That is an "insured" under any other policy,
  - (3) That has exhausted its Limit of Insurance under any other policy, or

- (4) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an accident that occurred before you formed or acquired the organization.

***(Employee as Insureds)***

- f. Any employee of yours while acting in the course of your business or your personal affairs while using a covered "auto" you do not own, hire or borrow.

***(Additional Insured Status by Contract, Agreement or Permit)***

- g. Any person or organization whom you are required to add as an additional insured on this policy under a written contract or agreement; but the written contract or agreement must be:
  - (1) Currently in effect or becoming effective during the term of this policy; and
  - (2) Executed prior to the "bodily injury" or "property damage".

The additional insured status will apply only with respect to your liability for "bodily injury" or "property damage" which may be imputed to that person(s) or organization(s) directly arising out of the ownership, maintenance or use of the covered "autos" at the location(s) designated, if any.

Coverage provided by this endorsement will not exceed the limits of liability required by the written contract or written agreement even if the limits of liability stated in the policy exceed those limits. This endorsement shall not increase the limits stated in **Section II. C. Limits of Insurance.**

For any covered "auto" you own this Coverage Form provides primary coverage.

### D. AMENDED FELLOW EMPLOYEE EXCLUSION

Only with respect to your "employees" who occupy positions which are supervisory in nature, **SECTION II. LIABILITY B. Exclusion 5. Fellow Employee** is replaced by:

#### 5. Fellow Employee

"Bodily Injury":

- (a) To you, or your partners or members (if you are a partnership or joint venture), or to your members (if you are limited liability company);
- (b) To your "executive officers" and directors (if you are an organization other than a partnership, joint venture, or limited liability company) but only with respect to

performance of their duties as your officers or directors;

- (c) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph a and b above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

For purposes of this endorsement, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, transfer, direct, discipline or discharge.

**E. BROADENED PHYSICAL DAMAGE COVERAGES**  
**SECTION III – PHYSICAL DAMAGE COVERAGE**  
 Coverage is amended as follows:

**(TOWING AND LABOR)**

**2. Towing and Labor**

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- (a) For private passenger type vehicles or "light trucks" we will pay up to \$75 per disablement. "Light trucks" have a gross vehicle weight (GVW) of 10,000 pounds or less.
- (b) For "medium trucks" we will pay up to \$150 per disablement. "Medium trucks" have a gross vehicle weight (GVW) of 10,001 lbs. to 20,000 pounds.

However, the labor must be performed at the place of disablement.

**(PHYSICAL DAMAGE ADDITIONAL TRANSPORTATION EXPENSE COVERAGE)**

**4. Coverage Extensions**

- a. **Transportation Expense** is amended to provide the following limits:

We will pay up to \$50 per day to a maximum of \$1,000. All other terms and provisions of this section remain applicable.

**(EXTRA EXPENSE - THEFT)**

The following language is added to **4. Coverage Extensions**:

- c. **Theft Recovery Expense**

If you have purchased Comprehensive Coverage on an "auto" that is stolen, we will pay

the expense of returning that stolen auto to you. The limit for this coverage extension is \$5,000.

**(RENTAL REIMBURSEMENT AND ADDITIONAL TRANSPORTATION EXPENSE)**

**d. Rental Reimbursement**

We will provide Rental Reimbursement and Additional Expense coverage only for those Physical Damage coverages for which a premium is shown in the Declarations or schedule pages. Coverage applies only to a covered "auto" of the private passenger or light truck (10,000 lbs. or less gross vehicle weight) type for which Physical Damage coverages apply.

- (1) We will pay for auto rental expense and the expense incurred by you because of "loss" to remove and transfer your materials and equipment from a covered "auto" to a covered "auto." Payment applies in addition to the otherwise applicable coverage you have on a covered "auto." No deductible applies to this coverage.
- (2) We will pay only for expenses incurred during the policy period and beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (a) The number of days reasonably required to repair or replace the covered "auto." If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
  - (b) 30 days.
- (3) Our payment is limited to the lesser of the following amounts:
  - (a) Necessary and actual expenses incurred; or
  - (b) \$35 per day.
  - (c) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
  - (d) If "loss" results from the total theft of a covered "auto" of the private passenger or light truck type, we will pay under this coverage only that amount of your rental reimbursement expense which is not already provided for under the **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses.**

**(PERSONAL EFFECTS COVERAGE)****e. Personal Effects**

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$500 for Personal Effects stolen with the "auto". The insurance provided under this provision is excess over any other collectible insurance. For this coverage extension, Personal Effects means tangible property that is worn or carried by an "insured". Personal Effects does not include tools, jewelry, guns, musical instruments, money, or securities.

**(AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE)****(Deletion of Audio Visual Equipment Exclusion)****f. Audio, Visual and Data Electronic Equipment Coverage.**

We will pay for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in a covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in a covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto."

- (1) We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described above. However, this does not include tapes, records or discs.
- (2) In addition to the exclusions that apply to Physical Damage Coverage with exception of the exclusion relating to audio, visual and data electronic equipment, the following exclusions also apply:
- (3) We will not pay for any electronic equipment or accessories used with such electronic equipment that are:
  - (a) Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
  - (b) Both:

An integral part of the same unit housing any sound reproducing equipment designed solely for the reproducing of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and

Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

- (4) With respect to this coverage, the most we will pay for all "loss" of audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

- (a) The actual cash value of the damaged or stolen property as of the time of the "loss";

- (b) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or \$1,000,

minus a deductible of \$100.

An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of loss. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

If there is other coverage provided for audio, visual and data electronic equipment, the coverage provided herein is excess over any other collectible insurance.

**(AIRBAG ACCIDENTAL DISCHARGE)****F. SECTION III – PHYSICAL DAMAGE COVERAGE, B. Exclusions** is amended as follows:

The following language is added to Exclusion 3.:

If you have purchased Comprehensive or Collision Coverage under this policy, this exclusion does not apply to mechanical breakdown relating to the accidental discharge of an air bag. This coverage applies only to a covered auto you own and is excess of any other collectible insurance or warranty. No deductible applies to this coverage.

**G. AUTO LOAN/LEASE TOTAL LOSS PROTECTION**

**SECTION III – PHYSICAL DAMAGE COVERAGE – C. Limit of Insurance** is amended by adding the following language:

4. In the event of a total "loss" to a covered "auto" shown in the Schedule pages, subject at the time of the "loss" to a loan or lease, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

- a. The amount paid under the Physical Damage Coverage Section of the policy; and
- b. Any:
  - (1) Overdue lease / loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - (3) Security deposits not returned by the lessor;
  - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (5) Carry-over balances from previous loans or leases.

**(GLASS REPAIR – DEDUCTIBLE AMENDMENT)**

Under D., **Deductible in SECTION III. PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

Any deductible shown in the Declarations as applicable to the covered "auto" will not apply to glass breakage if the damaged glass is repaired, rather than replaced.

**H. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection A., Loss Conditions**, the following is added to paragraph **2. Duties In The Event of Accident, Suit or Loss**:

- d. Knowledge of any "accident," "claim," "suit" or "loss" will be deemed knowledge by you when notice of such "accident," "claim," "suit" or "loss" has been received by:
  - (1) You, if you are an individual,
  - (2) Any partner or insurance manager if you are a partnership;
  - (3) An executive officer or insurance manager, if you are a corporation;
  - (4) Your members, managers or insurance manager, if you are a limited liability company; or

(5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization.

**I. WAIVER OF SUBROGATION REQUIRED BY CONTRACT**

Under **SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions 5. Transfer of Rights of Recovery Against Others to Us** the following language is added:

However, we waive any rights of recovery we may have against the person or organization with whom you have agreed in writing in a contract, agreement or permit, to provide insurance such as is afforded under the policy to which this endorsement is attached. This provision does not apply unless the written contract or written agreement has been executed, or permit has been issued, prior to the "bodily injury" or "property damage."

**J. UNINTENTIONAL FAILURE TO DISCLOSE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS, Subsection B. General Conditions**, the following is added to **2. Concealment, Misrepresentation Or Fraud**:

Your unintentional error in disclosing, or failing to disclose, any material fact existing at the effective date of this Coverage Form, or during the policy period in connection with any additional hazards, will not prejudice your rights under this Coverage Form.

**K. HIRED, LEASED, RENTED OR BORROWED AUTO PHYSICAL DAMAGE**

Under **SECTION IV – BUSINESS AUTO CONDITIONS B. General Conditions 5. Other Insurance**

Paragraph **5.b.** is replaced by the following:

- b. (1) For "Comprehensive" and "Collision" Auto Physical Damage provided by this endorsement, the following are deemed to be covered "autos" you own:
  - (a.) Any Covered "auto" you lease, hire, rent or borrow; and
  - (b.) Any Covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto"

**(2) Limit of Insurance For This Section**

The most we will pay for any one "loss" is the lesser of the following:

- (a) \$50,000 per accident, or
- (b) actual cash value at the time of loss, or
- (c) cost of repair.

minus a \$500 deductible. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. No deductible applies to "loss" caused by fire or lightning.

- (3) This Hired Auto Physical Damage coverage is excess over any other collectible insurance.

**(4) Definitions For This Section**

(a) **Comprehensive Coverage:** from any cause except the covered "auto's" collision with another object or the covered "auto's" overturn. We will pay glass breakage, "loss" caused by hitting a bird or animal and, "loss" caused by falling objects or missiles.

(b) **Collision Coverage:** caused by the covered "auto's" collision with another object or by the covered "auto's" overturn.

**L. EXTENDED CANCELLATION CONDITION**

- A. Under **CANCELLATION**, of the **COMMON POLICY CONDITIONS** form, item **2.b.** is replaced by the following:

- c. 60 days before the effective date of cancellation if we cancel for any other reason

**M. EXTENDED AUTO MEDICAL PAYMENTS AND UNINSURED AND UNDERINSURED MOTORIST COVERAGE**

If Auto Medical Payments Coverage, Uninsured Motorists Coverage or Underinsured Motorists Coverage is provided by endorsement to the Coverage Form to which this endorsement attaches, the following qualify as an "insured" for each coverage provided:

- 1. You, if you are designated in the Declarations as an Individual;
- 2. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
- 3. Your members or managers, if you are designated in the Declarations as a limited liability company;
- 4. Your "executive officers", if you are designated in the Declarations as an organization other than an individual partnership, joint venture or limited liability company; and

- 5. The "family member" of any person named in 1 through 4 above while "occupying" a covered "auto" or while a pedestrian when struck by an "auto" you do not own, any "auto" not owned by that individual or not owned by any "family member."

"Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

"Family member" means a person related to the individual named in the Declarations by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

"Occupying" means in, upon, getting in, on, out or off.

**N. EXTENDED PHYSICAL DAMAGE COVERAGE**

If Physical Damage Coverage is provided by the Coverage Form to which this endorsement attaches, any private passenger type "auto" you don't own, hire or borrow is a covered "auto" for Physical Damage Coverage while in the care, custody or control of any individual named in **B.1.** through **B.4.** or his or her spouse while a resident of the same household except:

- a. Any "auto" owned by that individual or by any member of his or her household.
- b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

Our obligation to pay for repair, return or to replace damaged or stolen property will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to Physical Damage Coverage. If there are no private passenger type "autos", the deductible shall be \$50 for Comprehensive and \$100 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

**O. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA)- ULTRA LIABILITY PLUS ENDORSEMENT****COMMERCIAL GENERAL LIABILITY EXTENSION ENDORSEMENT SUMMARY OF COVERAGES**

**This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary.**

- \* Extended Property Damage
- \* Expanded Fire Legal Liability to include Explosion, Lightning and Sprinkler Leakage
- \* Coverage for non-owned watercraft is extended to 51 feet in length
- \* Property Damage - Borrowed Equipment
- \* Property Damage Liability - Elevators
- \* Coverage D - Voluntary Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate
- \* Coverage E - Care, Custody and Control Property Damage Coverage  
\$10,000 Occurrence with a \$20,000 Aggregate - \$500 Deductible
- \* Coverage F - Electronic Data Liability Coverage - \$50,000
- \* Coverage H - Water Damage Legal Liability - \$25,000
- \* For newly formed or acquired organizations - extend the reporting requirement to 180 days
- \* Broadened Named Insured
- \* Automatic Additional Insured - Owners, Lessees or Contractors - Automatic Status When Required in Construction Agreement With You
- \* Automatic Additional Insured - Vendors
- \* Automatic Additional Insured - Lessor of Leased Equipment Automatic Status When Required in Lease Agreement With You
- \* Automatic Additional Insured - Managers or Lessor of Premises
- \* Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured
- \* Additional Insured - Employee Injury to Another Employee
- \* Automatically included - Aggregate Limits of Insurance (per location)
- \* Automatically included - Aggregate Limits of Insurance (per project)
- \* Knowledge of occurrence - Knowledge of an "occurrence", "claim or suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee
- \* Blanket Waiver of Subrogation
- \* Liberalization Condition
- \* Unintentional failure to disclose all hazards. If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.
- \* Mobile equipment to include snow removal, road maintenance and street cleaning equipment less than 1,000 lbs GVW
- \* Bodily Injury Redefined

**REFER TO THE ACTUAL ENDORSEMENT FOLLOWING ON PAGES 2 THROUGH 9 FOR CHANGES AFFECTING YOUR INSURANCE PROTECTION**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LAND IMPROVEMENT CONTRACTORS ASSOCIATION (LICA) ULTRA LIABILITY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SECTION I - COVERAGES

#### A. The following changes are made at **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### 1. **Extended Property Damage**

At 2. **Exclusions** exclusion **a. Expected or Intended Injury** is replaced with the following:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

##### 2. **Expanded Fire Legal Liability**

At 2. **Exclusions** the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of this owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

##### 3. **Non-Owned Watercraft**

At 2. **Exclusions** exclusion **g. Aircraft, Auto Or Watercraft (2) (a)** is deleted and replaced by the following:

(a) Less than 51 feet long;

##### 4. **Property Damage – Borrowed Equipment**

At 2. **Exclusions** the following is added to paragraph (4) of exclusion **j. Damage To Property** :

This exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and while not being used to perform operations. The most we will pay for "property damage" to any one piece of borrowed equipment under this coverage is \$25,000 per occurrence. The insurance afforded under this provision is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

##### 5. **Property Damage Liability – Elevators**

At 2. **Exclusions** the following is added to paragraphs (3), (4) and (6) of exclusion **j. Damage To Property** :

This exclusion does not apply to "property damage" resulting from the use of elevators. However, any insurance provided for such "property damage" is excess over any valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

#### B. The following coverages are added

##### 1. **COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE**

"Property damage" to property of others caused by the insured:

- a. While in your possession; or
- b. Arising out of "your work".

Coverage applies at the request of the insured, whether or not the insured is legally obligated to pay.

For the purposes of this **Voluntary Property Damage Coverage** only:

**Exclusion j. Damage to Property** is deleted and replaced by the following:

**j. Damage to Property**

"Property damage" to:

- (1) Property held by the insured for servicing, repair, storage or sale at premises you own, rent, lease, operate or use;
- (2) Property transported by or damage caused by any "automobile", "watercraft" or "aircraft" you own, hire or lease;
- (3) Property you own, rent, lease, borrow or use.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**2. COVERAGE E - CARE, CUSTODY AND CONTROL PROPERTY DAMAGE COVERAGE**

For the purpose of this **Care, Custody and Control Property Damage Coverage** only:

- a. Item (4) of **Exclusion j.** does not apply.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

**3. COVERAGE F - ELECTRONIC DATA LIABILITY COVERAGE**

For the purposes of this **Electronic Data Liability Coverage** only:

- a. **Exclusion p. of Coverage A – Bodily Injury And Property Damage Liability** in **Section I – Coverages** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

However, this exclusion does not apply to liability for damages because of "bodily injury"

- b. **"Property Damage"** means:

- (1) Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- (2) Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it; or
- (3) Loss of, loss of use of, damage to, corruption of, inability to access or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this **Electronic Data Liability Coverage**, "electronic data" is not tangible property.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**

**4. COVERAGE H - WATER DAMAGE LEGAL LIABILITY**

The Insurance provided under Coverage **W** (Section I) applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

The Limit under this coverage shall not be in addition to the **Damage To Premises Rented To You Limit**.

The amount we will pay is limited as described below in **SECTION III - LIMITS OF INSURANCE**



**C. SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is amended:

The following language is added to Item 1.

However, we shall have none of the duties set forth above when this insurance applies only for **Voluntary Property Damage Coverage** and/or **Care, Custody or Control Property Damage Coverage** and we have paid the Limit of Liability or the Aggregate Limit for these coverages.

**SECTION II- WHO IS AN INSURED****A.** The following change is made:**Extended Reporting Requirements**

Item 3.a. is deleted and replaced by the following :

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

**B.** The following provisions are added:**4. BROAD FORM NAMED INSURED**

Item 1.f. is added as follows:

- f. Any legally incorporated entity of which you own more than 50 percent of the voting stock during the policy period only if there is no other similar insurance available to that entity. However:

- (1) Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired more than 50 percent of the voting stock; and
- (2) Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired more than 50 percent of the voting stock.

**5. Additional Insured - Owners, Lessees or Contractors-Automatic Status When Required in Construction or Service Agreement With You**

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy is an insured. Such person or organization is an additional insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" which may be imputed to that person or organization directly arising out of:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

#### 6. Additional Insured - Vendors

- a. Any person(s) or organization(s) (referred to throughout this additional coverage as vendor), but only with respect to "bodily injury" or "property damage", which may be imputed to that person(s) or organization(s) arising out of "your products" shown with the Schedule which are distributed or sold in the regular course of the vendor's business is an insured.

However:

- (1) The insurance afforded to such vendor only applies to the extent permitted by law; and
  - (2) If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.
- b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
    - (1) This insurance afforded the vendor does not apply to:
      - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
      - (b) Any express warranty unauthorized by you;
      - (c) Any physical or chemical change in the product made intentionally by the vendor;
      - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container.
      - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of products.
      - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product.
      - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
      - (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
        - i. The exceptions contained in Sub-paragraphs d. or f.; or
        - ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
    - (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

**7. Additional Insured – Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You**

- a. Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to your liability for "bodily injury", "property damage" or "personal and advertising injury" directly arising out of the maintenance, operation or use of equipment leased to you, which may be imputed to such person or organization as the lessor of equipment.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

- b. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

**8. Additional Insured – Managers or Lessors of Premises**

- a. Any person(s) or organization(s), but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) afforded coverage by this additional coverage.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**9. Additional Insured - Engineers, Architects or Surveyors Not Engaged by the Named Insured**

- a. Any architects, engineers or surveyors who are not engaged by you are insureds, but only with respect to liability for "bodily injury" or "property damage" or "personal and advertising injury" which may be imputed to that architect, engineer or surveyor arising out of:

- (1) Your acts or omissions; or
- (2) Your acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed by you or on your behalf.

But only if such architects, engineers or surveyors, while not engaged by you, are contractually required to be added as an additional insured to your policy.

However, the insurance afforded to such additional insured:

- (1) Only applies to the extent permitted by law; and
- (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or

- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services.

#### 10. Additional Insured - Employee Injury to Another Employee

With respect to your "employees" who occupy positions which are supervisory in nature:

Paragraph 2.a.(1) of **SECTION II – WHO IS A NAMED INSURED** is amended to read:

a. "Bodily injury" or "personal and advertising injury"

- (1) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (1)(a) above; or
- (3) Arising out of his or her providing or failing to provide professional healthcare services. Paragraph 3.a. is deleted.

For the purpose of this Item 10 only, a position is deemed to be supervisory in nature if that person performs principle work which is substantially different from that of his or her subordinates and has authority to hire, direct, discipline or discharge.

### **SECTION III - LIMITS OF INSURANCE**

#### A. The following Items are deleted and replaced by the following:

2. The General Aggregate Limit is the most we will pay for the sum of:
  - a. Medical expenses under Coverage C;
  - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
  - c. Damages under Coverage B; and
  - d. Damages under Coverage H.
6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, explosion, lightning, smoke resulting from such fire, explosion, or lightning or sprinkler leakage while rented to you or temporarily occupied by you with permission of the owner.

#### B. The following are added:

8. Subject to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE** \$25,000 is the most we will pay under Coverage H for **Water Damage Legal Liability**.

#### 9. Aggregate Limits of Insurance (Per Location)

The General Aggregate Limit applies separately to each of your "locations" owned by or rented to you or temporarily occupied by you with the permission of the owner.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

#### 10. Aggregate Limits of Insurance (Per Project)

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

11. With respects to the insurance afforded to additional insureds afforded coverage by items 5 through 10 of **SECTION II – WHO IS AN INSURED** above, the following is added:

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement;
- b. Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

12. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under Coverage A for damages because of "property damage" covered under **Coverage D - Voluntary Property Damage Coverage**.

**For the purposes of this Voluntary Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

13. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, a \$10,000 "occurrence" limit and a \$20,000 "aggregate" limit is the most we will pay under **Coverage E - Care, Custody and Control Coverage** regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

Deductible - Our obligation to pay damages on your behalf applies only to the amount of damages in excess of \$500.

This deductible applies to all damages because of "property damage" as the result of any one "occurrence" regardless of the number of persons or organizations who sustain damages because of that "occurrence".

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

As respects this coverage "Aggregate" is the maximum amount we will pay for all covered "occurrences" during one policy period.

**For the purposes of this Care, Custody and Control Property Damage Coverage, our right and duty to defend ends when we have paid the Limit of Liability or the Aggregate Limit for this coverage.**

15. Subject to 5. of **SECTION III – LIMITS OF INSURANCE**, the most we will pay for "property damage" under **Coverage F - Electronic Data Liability Coverage** for loss of "electronic data" is \$50,000 without regard to the number of "occurrences".

## **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**

A. The following conditions are amended:

### **1. Knowledge of Occurrence**

- a. Condition 2., Items a. and b. are deleted and replaced by the following:

#### **(1) Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- (a) You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee. To the extent possible, notice should include:
  - i. How, when and where the "occurrence" took place;
  - ii. The names and addresses of any injured persons and witnesses, and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (b) If a claim is made or "suit" is brought against any insured, you must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable. Knowledge of a claim or "suit" by your agent, servant or employee shall not in itself constitute knowledge of the named insured unless an officer of the named insured has received such notice from the agent, servant or employee.

2. Where **Broad Form Named Insured** is added in **SECTION II – WHO IS AN INSURED** of this endorsement, Condition 4. **Other Insurance b. Excess Insurance (1).(a)** is replaced by the following:
- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to an insured solely by reason of ownership by you of more than 50 percent of the voting stock, and not withstanding any other language in any other policy. This provision does not apply to a policy written to apply specifically in excess of this policy.

B. The following are added:

1. Condition (5) of 2.c.

(5) Upon our request, replace or repair the property covered under Voluntary Property Damage Coverage at your actual cost, excluding profit or overhead.

**10. Blanket Waiver Of Subrogation**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of: premises owned or occupied by or rented or loaned to you, ongoing operations performed by you or on your behalf, done under a contract with that person or organization, "your work", or "your products". We waive this right where you have agreed to do so as part of a written contract, executed by you before the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

**11. Liberalization**

If a revision to this Coverage Part, which would provide more coverage with no additional premium becomes effective during the policy period in the state designated for the first Named Insured shown in the Declarations, your policy will automatically provide this additional coverage on the effective date of the revision.

**12. Unintentional Failure to Disclose All Hazards**

Based on our reliance on your representations as to existing hazards, if you unintentionally should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Part because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## **SECTION V – DEFINITIONS**

A. At item 12. **Mobile Equipment** the wording at f.(1) is deleted and replaced by the following:

f.(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

except for such vehicles that have a gross vehicle weight less than 1,000 lbs which are not designed for highway use.

B. Item 3. "**bodily injury**" is deleted and replaced with the following:

3. "bodily injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

# COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

## SECTION I – COVERAGES

### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

#### 1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "bodily injury" and "property damage" only if:
  - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
  - (2) The "bodily injury" or "property damage" occurs during the policy period; and
  - (3) Prior to the policy period, no insured listed under Paragraph 1.a. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
- d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1.a. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.



**d. Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. ERISA**

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

**f. Auto Coverages**

- (1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or
- (2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

**g. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**h. Employment-related Practices**

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (a), (b) or (c) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**i. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or
- (2) "Pollution cost or expense".

This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**j. Aircraft Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 50 feet long; and
  - (b) Not being used to carry persons or property for a charge;
- (3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

- (a) Chartered by, loaned to, or hired by you with a paid crew; and
- (b) Not owned by any insured.

**k. Racing Activities**

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

**l. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**m. Damage To Property**

"Property damage" to:

- (1) Property:
  - (a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or
  - (b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**n. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**o. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**p. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**q. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or

- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**r. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**s. Professional Services**

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (4) Engineering services, including related supervisory or inspection services;
- (5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
- (6) Any health or therapeutic service treatment, advice or instruction;
- (7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (10) Body piercing services;
- (11) Services in the practice of pharmacy;
- (12) Law enforcement or firefighting services; and
- (13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

**t. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

**u. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

**COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement**

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

## 2. Exclusions

This insurance does not apply to:

### a. "Personal and advertising injury":

#### (1) **Knowing Violation Of Rights Of Another**

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### (2) **Material Published With Knowledge Of Falsity**

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### (3) **Material Published Prior To Policy Period**

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### (4) **Criminal Acts**

Arising out of a criminal act committed by or at the direction of the insured.

#### (5) **Contractual Liability**

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

- (a) Liability for damages that the insured would have in the absence of the contract or agreement.
- (b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

#### (6) **Breach Of Contract**

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### (7) **Quality Or Performance Of Goods – Failure To Conform To Statements**

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### (8) **Wrong Description Of Prices**

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

#### (9) **Infringement Of Copyright, Patent, Trademark Or Trade Secret**

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

#### (10) **Insureds In Media And Internet Type Businesses**

Committed by an insured whose business is:

- (a) Advertising, broadcasting, publishing or telecasting;
- (b) Designing or determining content of web sites for others; or
- (c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

#### (11) **Electronic Chatrooms Or Bulletin Boards**

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

#### (12) **Unauthorized Use Of Another's Name Or Product**

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

#### (13) **Pollution**

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**(14) Employment-related Practices**

To:

- (a) A person arising out of any:
  - (i) Refusal to employ that person;
  - (ii) Termination of that person's employment; or
  - (iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph (i), (ii) or (iii) above is directed.

This exclusion applies whether the injury-causing event described in Paragraph (i), (ii) or (iii) above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

**(15) Professional Services**

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (a) Legal, accounting or advertising services;
- (b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
- (c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;
- (d) Engineering services, including related supervisory or inspection services;
- (e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

- (f) Any health or therapeutic service treatment, advice or instruction;
- (g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
- (h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
- (i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (j) Body piercing services;
- (k) Services in the practice of pharmacy;
- (l) Law enforcement or firefighting services; and
- (m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

**(16) War**

However caused, arising, directly or indirectly, out of:

- (a) War, including undeclared or civil war;
- (b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

MEMORANDUM OF UNDERSTANDING  
FOR THE E-VERIFY

ARTICLE I  
PURPOSE AND SCOPE

The parties to this agreement are the Department of Homeland Security (DHS) and the UNITED STATES CONSTRUCTION ULC (Employer). The purpose of this agreement is to define the terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employer's eligibility to work in the United States, after completion of Federal Self-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 Legal Immigration Reform and Immigrant Responsibility Act of 1996 (LIRIRA), Pub. L. 104-201, 110 Stat. 3005, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 23.16, "Employment Eligibility Verification," and Executive Order 12988, 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 representative contact information changes.

3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employees must promptly terminate an employee's E-Verify access if the employee is separated from employment, or if their work scope is reduced.

4. The Employer agrees to provide a copy of this MOU to all employees.



# Copy

Form No. 100-100-100

Approved by:

Employee  
STAFF INSTRUCTION UIC

Name (Please Type or Print) CHRIS STALEW	Title UIC
---	--------------

Signature Electronically Signed	Date 04/20/2016
------------------------------------	--------------------

## Department of Homeland Security - Verification Division

Name (Please Type or Print) Chris Stalew	Title UIC
---	--------------

Signature Electronically Signed	Date 04/20/2016
------------------------------------	--------------------



Information provided by you

Information relating to your Company

Company Name	SMILEY CONTRACTORS LTD
Company Facility Address	225 WEST 80TH LAWRENCE, MISSOURI
Company Alternate Address	
County of Parish	MISSOURI
Employer Identification Number	40160309
North American Industry Classification System Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

**CERTIFIED COPY OF ORDER**

STATE OF MISSOURI

} ea.

June Session of the April Adjourned

Term. 20 16

County of Boone

In the County Commission of said county, on the

14th

day of

June

20 16

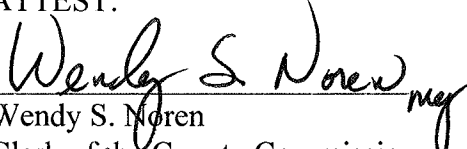
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached First Amendment to a License Agreement between the City of Columbia/Boone County Joint Communications and American Towers LLC entered into on September 30, 2011 relating to a communications tower at 5450 E. Mt. Zion Church Road, Hallsville, MO.

The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said First Amendment to License Agreement.

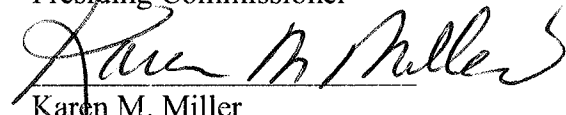
Done this 14th day of June, 2016.

ATTEST:


  
 Wendy S. Noren  
 Clerk of the County Commission

  
 Daniel K. Atwill

Presiding Commissioner

  
 Karen M. Miller

District I Commissioner

  
 Janet M. Thompson

District II Commissioner

## FIRST AMENDMENT TO LICENSE AGREEMENT

This First Amendment (the "First Amendment") to that certain License Agreement dated September 30, 2011 by and between American Towers, Inc. and City of Columbia / Boone County Joint Communications (the "Agreement") is made and entered into as of the latter signature date hereof, by and between **American Towers LLC**, a Delaware limited liability company, as successor-in-interest to American Towers, Inc. (the "**Licensor**") and **County of Boone**, a Missouri political subdivision, a successor in interest to City of Columbia / Boone County Joint Communications (the "**Licensee**") (collectively, the "Parties").

### RECITALS

WHEREAS, Licensor owns a certain communications tower and owns a certain parcel of land located at 5450 E Mt. Zion Church Rd., Hallsville, MO 65255-9230 more commonly known to Licensor as the Murry/ Mt. Zion Church, MO tower site (the "Tower Facility"); and

WHEREAS, Licensor and Licensee entered into the Agreement for the use of a certain portion of the Tower Facility by a predecessor licensee; and

WHEREAS, the Parties agree to extend the term of this Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) **Incorporation of Original License Agreement.** The original License Agreement dated September 30, 2011, is attached hereto and incorporated by reference. The terms and conditions of the same shall remain in full force and effect except as modified by this First Amendment.
- 2) **Term of Agreement.** Licensor and Licensee agree to extend the term of the Agreement commencing on August 8, 2016 (the "Extension Term Commencement Date") for a period of five (5) years (the "Extension Term") ending on August 7, 2021.
- 3) **Fee Increase.** Effective upon the Extension Term Commencement Date, the Monthly License Fee shall be increased by Eight Hundred and 00/100 (\$800.00) per month (the "Increased Fee") for a total Monthly License Fee of One Thousand Four Hundred and 00/100 Dollars (\$1,400.00). The Monthly License Fee shall be adjusted pursuant to the Annual Escalator on August 8, 2017, and on each anniversary thereafter through the remainder of the current term and each Renewal Term. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

- 4) **Back Rent.** Licensee shall pay the Increased Fee amount due for the period from the Extension Term Commencement Date through the date of full execution of this amendment First Amendment (the "Commencement Date") within thirty (30) days of the Commencement Date.
- 5) **Renewal Terms.** The Renewal Terms as defined on page one of the Agreement shall be modified to include one (1) additional renewal term of five (5) years.
- 6) Upon the Commencement Date of this Amendment, Section VI (B) to the Agreement is hereby deleted in its entirety.
- 7) **Appropriation of Funds.** In the event that no funds or insufficient funds are appropriated and budgeted and sufficient funds are otherwise unavailable by any means whatsoever in any fiscal period for payments pursuant to this Agreement, Licensee shall immediately notify Licensor in writing of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which sufficient appropriations have been received and made without penalty or expense to Licensee. Notwithstanding the foregoing, the effective date of any such termination shall not pre-date receipt of the notice of such termination by Licensor from Licensee.
- 8) **Insurance.** So long as the County of Boone is a party to this Agreement, paragraph 15 of this Agreement shall be subject to Missouri law and Missouri Revised Statute Section 537.600.1.
- 9) **Climbing Restriction.** Licensee shall not climb the tower for any reason whatsoever, and Licensee's maintenance of Licensee's Approved Equipment shall be limited to equipment located on the ground or in Licensee's shelter, if any. Any and all contractors/subcontractors engaged by, or on behalf of Licensee, shall not be permitted to perform any work, maintenance, and/or repairs to Licensee's Equipment located on the communications tower absent proof of maintaining insurance limits meeting those set forth in Appendix II attached hereto.
- 10) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.

[SIGNATURES APPEAR ON THE NEXT PAGE]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Licensor Site Name/Number: Murry/Mt. Zion Church, MO / 90197

Licensor Contract Number: 311512

Licensee Site Name/Number: Zion / N/A

**IN WITNESS WHEREOF**, the Parties hereto have set their hands to this First Amendment to that certain Agreement as of the day and year written below:

LICENSOR:  
American Towers, LLC,  
a Delaware limited liability company

LICENSEE:  
County of Boone,  
a Missouri political subdivision

By: [Signature]  
Name: Richard Rossi  
Vice President Legal  
Title: \_\_\_\_\_  
Date: 5-20-16

By: [Signature]  
Name: DANIEL K. ATWILL  
Title: PRESIDING COMMISSIONER  
Date: 6-14-16

Attest:  
[Signature]  
Wendy S. Noren, Boone County Clerk

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

**Auditor Certification:**  
I certify that this contract is within the purpose of the appropriation to which it is to be charged and there is an unencumbered balance of said appropriation sufficient to pay the costs arising from this contract.

[Signature]  
June E. Pitchford, County Auditor  
Date: 06/03/2016  
2704-71500

**LICENSE AGREEMENT**  
ATC Contract No: \_\_\_\_\_

This LICENSE AGREEMENT ("Agreement") entered into as of the 30<sup>th</sup> day of September, 2011 ("Effective Date") by and between American Towers, Inc., a Delaware corporation, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor") and City of Columbia / Boone County Joint Communications, with a place of business at 17 N 7th Street, Columbia, MO 65201 ("Licensee").

**I. TOWER FACILITY INFORMATION:**

Site Name: Murray/Mt. Zion Church, MO  
Site Number: 90197  
Address and/or location of Tower Site (as defined in Section 1(e) herein): 5450 E Mt. Zion Church Rd., Hallsville, MO 65255-9230  
Tower Site Coordinates: Lat. 39-4-24.97 N Long. 92-15-5.13 W

**II. NOTICE & EMERGENCY CONTACTS:**

- Licensee's local emergency contact (name and number): Donna Hargis / (573) 874-7400
- Licensor's local emergency contact: Network Operations Communications Center / (800) 830-3365.
- Notices to Licensee shall be sent to the address above to the attention of Donna Hargis.
- Notices to Licensor shall be sent to the address above to the attention of Contracts Manager.
- Licensor's Remittance Address: American Tower Corporation, Lockbox 7501, P.O. Box 7247, Philadelphia, PA 19170-7501; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

**III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:**

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies  
Antenna mount height on tower: See Exhibit A for specific location  
All other permitted uses of the Tower Facility including Licensee's Approved Equipment, and the Licensed Space are further described in section 4 of this Agreement and Exhibits A and B attached hereto.

**IV. FEES & TERM**

Monthly License Fee: Six Hundred and 00/100 Dollars (\$600.00), increased by the Annual Escalator on the fifth anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I). The Annual Escalator is an amount equal to three percent (3%).

Application Fee: N/A

Relocation Application Fee: \$1,000 per Application submitted pursuant to section 10(c), subject to increases at the Annual Escalator, compounded on each anniversary of the Effective Date.

Site Inspection Fee: \$500.00, increased annually on each anniversary of the Commencement Date of this Agreement by a percentage rate increase equal to the Annual Escalator.

Initial Term: A period of 5 years beginning on the Commencement Date. The "Commencement Date" shall be the earlier of: (i) the date of Licensor's issuance of a NTP or (ii) August 8, 2011

Renewal Terms: None

Connection Fee (as described in section 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):

- Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of \$\_\_\_\_\_ per month ("Utility Fee") subject adjustment pursuant to Section 5(b), OR  
 Licensee, at its sole expense.

**V. TERMS & CONDITIONS**

The attached terms and conditions are incorporated herein by this reference.

**VI. OTHER PROVISIONS:**

Other provisions: (check one):  None  As listed below

- A. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee's Approved Equipment indicates that the Tower Facility is not suitable for Licensee's

Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

- B. The Parties acknowledge that Licensee's fiscal year runs from October 1<sup>st</sup> through September 30th. If Licensee is unable to obtain funding for this Agreement for the upcoming fiscal year, then Licensee may terminate this Agreement by sending written notice to Licensor ("Termination Notice") which shall be received by Licensor on or before September 30th. If a Termination Notice is not received by September 30th, then it shall be deemed that Licensee was able to obtain funding for the upcoming fiscal year and Licensee shall not have the ability to terminate this Agreement until the following fiscal year.

[Signatures appear on next page]

IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the date and year written below; *provided, however*, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR  
American Towers, Inc., a Delaware corporation

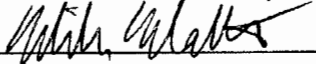
By: 

Print Name: Richard Rossi

Its: Vice President, Contract Management

Date: 9-30-11

LICENSEE  
City of Columbia / Boone County Joint Communications


By: 

Print Name: Mike Matthews


Its: City Manager - Columbia

Date: 8-17-11

ATTEST:


  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

  
Fred Boeckmann, City Counselor

CERTIFICATION:

I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 110-3510-517.45-90, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

  
John Blattel, Director of Finance



#### TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms defined in the body of this Agreement are indexed by location on Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.
2. **GRANT OF LICENSE.** Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee's license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee's Approved Equipment, including Licensee's shelter (commonly referred to as "stacking"), provided that such additional improvements or equipment do not materially and adversely interfere with the access to or operation of the Approved Equipment, including Licensee's shelter. Licensee is not required to utilize a stackable shelter, provided that, if Licensee opts to install a shelter that is not stackable and if Licensor receives an offer to license the air space above Licensee's non-stackable shelter by a proposed subsequent user, Licensor may, at its election, upon 30 days prior written notice require Licensee to replace such non-stackable shelter with a stackable shelter of a comparable size, provided that the proposed subsequent user agrees in writing to be wholly responsible for the cost of Licensee's shelter replacement. Subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee's utilities over, under or across the Tower Facility (collectively, "**Easement**"). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee (including a public utility company), including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor's right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee.
3. **EXHIBITS.** Within 45 days following the commencement of the installation of the Approved Equipment, Licensee shall provide Licensor with as-built or construction drawings showing the Approved Equipment as installed [in both hard copy and electronic form] ("**Construction Drawings**"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee's use of the Tower Facility. Upon receipt, Licensor shall attach hereto the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to 120% of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibit A and B. Notwithstanding the foregoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee's permitted installation as specifically set forth in Exhibits A and B hereto.
4. **USE.** Subject to the terms of the Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee's wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee's use of Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals. Licensee's permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this section, and, except pursuant to separate agreement

with Licensor, no person or entity other than Licensee shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

#### 5. LICENSE FEES; TAXES; ASSESSMENTS.

- (a) **Monthly License Fee.** The Monthly License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Monthly License Fee for any partial month shall be prorated on a daily basis.
- (b) **Utilities.**

All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor's utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.
- (c) **Taxes.**
  - (i) **Property Taxes.** Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee's ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within 30 days of Licensor's request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor's property or for which Licensor is obligated to pay under the Ground Lease, provided, however, Licensee shall reimburse Licensee's pro rata share of such taxes. Licensee's pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within 30 days of Licensor's request for such reimbursement.
  - (ii) **Sales; Use and Other Taxes.** Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any License Fee or other payments received pursuant to this Agreement. Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as License Fee or other payment due and payable under this Agreement.
- (d) **Federal Use Fees & Assessments.** In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("**BLM**") or the United States Forest Service ("**USFS**"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee's use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within 30 days of Licensor's request for such reimbursement.
- (e) **Payment Address.** All payments due under this Agreement shall be made to Licensor at Licensor's Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee of in writing.
- (f) **No Set-Off.** All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.
- (g) **Effect of Partial Payment.** No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

#### 6. TERM.

- (a) **Initial Term.** The Initial Term of this Agreement shall be as specified on page 1.
- (b) **Renewal Term.** The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred

any of its rights hereunder except to a Permitted Affiliate (as defined in section 19 herein). Provided that the foregoing conditions are satisfied, this Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least 180 days prior to the end of the then existing Term.

- (c) **Holdover Term.** If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the terms of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a Monthly License Fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to 150% of the Monthly License Fee in effect for the last month of the Term ("**Holdover Fee**"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to 6% of the Holdover Fee in effect for the month immediately prior to the month in which escalation takes place, and (ii) the month-to-month extension shall be terminable upon 15 days' prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term. In addition to the Monthly License Fee payable to Licensor in the event of an extension under this subsection 6(c), Licensee agrees to indemnify and hold Licensor harmless from any Damages arising out of or in connection with the extension, the operation of the Approved Equipment at the Tower Facility and Licensee's failure to perform all of its obligations under this Agreement at the termination or earlier expiration of this Agreement.
7. **LIMITED COMMON EXPENSES.** Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "**Common Expenses**") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Notwithstanding the foregoing, the cost and expenses associated with any Damage which is directly attributable to the acts or omissions of Licensee or Licensee's contractors shall be borne solely by Licensee. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. In the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. In the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. For the purposes of this section, a "pro-rata share" of costs and expenses shall be determined based on the number of licensees using the Tower Facility (or with respect to a shared shelter or building, the number of licensees using Licensor's shelter or building) on the first day of the month in which an invoice is mailed to Licensee. Licensee shall reimburse Licensor for Common Expenses within 30 days following receipt of an invoice from Licensor.
8. **SITE INSPECTION.** Concurrent with Licensee's delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. In the event that Licensor installs Licensee's Approved Equipment, Licensor shall waive the Site Inspection Fee with respect to such installation. Licensee acknowledges that any site inspection performed by Licensor of Licensee's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.
9. **LABELING.** Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee's name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within 10 days of Licensor's written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of \$1,500 which shall be payable to Licensor upon receipt of an invoice therefor. Licensor shall not be responsible to Licensee for any expenses or Damages incurred by Licensee arising from the interruption of Licensee's service caused by Licensor, if Licensor is unable to identify the Approved Equipment as belonging to Licensee as a result of Licensee's failure to label such Approved Equipment.
10. **IMPROVEMENTS BY LICENSEE.**
- (a) **Installation and Approved Vendors.** Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during any such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall

issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any contractors, other than Licensor, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in section 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to section 10(c) of this Agreement. Notwithstanding anything to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

- (b) **Structural Analysis/Interference Analysis.** Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer's certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer's certified letter ("**Structural Analysis Fee**") within 30 days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor's prevailing rates for the performance of same or the amount Licensor's vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee's Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and inform Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor's actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor's sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee's Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study ("**SSIS**") and Licensee shall pay Licensor a fee of \$1,600.00 per study ("**SSIS Fee**"), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to section 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee's Approved Equipment, and such SSIS indicates that the proposed installation of Licensee's Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under section 11 herein.
- (c) **Equipment; Relocation, Modification, Removal.** Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, alter the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor's then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee's request, which approval shall be in Licensor's sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Monthly License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee's Approved Equipment to which Licensor has given its written consent and the resulting increase in the Monthly License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee's sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within 30 days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee's sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within 10 days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within 30 days after the expiration or termination of this Agreement, (i) the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and Approved Equipment containing

Hazardous Materials and waste; and (ii) Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set.

**11. RF INTERFERENCE/ USER PRIORITY.**

- (a) **Definitions.** For purposes of this section 11, the following capitalized terms shall have the meanings set forth herein:
- (i) **Interference** includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.
  - (ii) **Licensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.
  - (iii) A **Licensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.
  - (iv) A **Priority User** is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
  - (v) A **Subsequent User** is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this section 11, which status is subject to change as set forth herein.
  - (vi) **Unlicensed Frequencies** are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.
  - (vii) An **Unlicensed User** is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.
- (b) **Information.** Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within 10 days of Licensor's request, shall provide Licensor with a list of Licensee's transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of Interference.
- (c) **Unlicensed Frequencies.** Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User's rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.
- (d) **Licensed Frequencies.** Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its collocation Application by each user of the Tower or Tower Facility. Should Application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User's priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this section 11.



(e) **Correction.**

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee's Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee's operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC's Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee's Approved Equipment is a Priority User, then upon the request of such Priority User consistent with Licensor's contractual obligations owed to the Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within 30 days from Licensee's initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant to this section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User's equipment is causing Interference to the installations of Licensee, upon Licensee's request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User's operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor's determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this subsection 11 (e) to cure such Interference.

- (f) **FCC Requirements Regarding Interference**. Nothing herein shall prejudice, limit or impair Licensee's rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the operation of equipment and use of frequencies. Consequently, the provisions set forth in this section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of Interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid Interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of Interference are ultimately cognizable before the FCC's Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the Interference and Licensee fails or refuses to mitigate or eliminate the Interference within the time and manner proscribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in section 22 shall apply.
- (g) **Public Safety Interference**. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, *Federal Register*, November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("Final Rule"). Claims of Interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

- (h) **AM Detuning.** The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. Licensee agrees, at Licensee's sole cost, to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee's sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within 30 calendar days of the receipt of such complaint. Licensee's failure to eliminate such interference within such 30 day period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee's expense. Licensee further agrees to indemnify Licensor in the event that Licensee's failure to comply with the FCC Rules and Regulations prior to installation/modification of the Approved Equipment results in any administrative investigation, proceeding or adjudication with respect to Licensor.

**12. SITE RULES AND REGULATIONS.** Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee's use of the Licensed Space under this Agreement.

**13. DESTRUCTION; CONDEMNATION.**

- (a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee's use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement on the date of such casualty and any unearned Monthly License Fee paid in advance of such date shall be refunded by Licensor to Licensee within 30 days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Monthly License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee's sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, provided that such 6 month period shall be automatically extended for so long as Licensor has commenced and diligently continues to restore or replace such Tower, and Licensee's operation has been materially disrupted for 60 or more consecutive days, then Licensee, upon 30 days' prior written notice to Licensor, may terminate this Agreement.
- (b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee's use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Monthly License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within 30 days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.
- (c) **License Fee Abatement.** The Monthly License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the property during any period of restoration.

- 14. COMPLIANCE WITH LAWS.** Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee's FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.
- 15. INDEMNIFICATION; INSURANCE.**
- (a) **Mutual Indemnity.** Subject to the mutual waiver of subrogation set forth in section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action (including reasonable attorneys fees and court costs) which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims arising from the gross negligence or intentional misconduct of the Indemnified Party.
  - (b) **Limits on Indemnification.** Neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.
  - (c) **Survival.** The provisions of this section 15 shall survive the expiration or earlier termination of this Agreement with respect to any events occurring on or before expiration or termination of same whether or not Claims relating thereto are asserted before or after such expiration or termination.
  - (d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.
- 16. LIMITATION OF PARTIES' LIABILITY.** NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE'S USE OR LICENSEE'S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER'S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor's right, title and interest in and to the Tower Facility and the Tower for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee's judgment, and that Licensor shall not be personally liable for any deficiency.
- 17. DISCLAIMER OF WARRANTY.** LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY "AS IS, WHERE IS, WITH ALL FAULTS."
- 18. NOTICES.** All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers, Inc., 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other party hereto in accordance with this section 18 (the "Notice Address") and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a party may be given by the attorneys for that party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.
- 19. ASSIGNMENT; SUBLEASING.** Licensee may not assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent; *provided, however*, that Licensor's consent will not be required for an assignment to (i) any person or entity which is directly or indirectly (through one or more



subsidiaries) controlled by, controlling or under common control with Licensee, (ii) is the successor or surviving entity by a merger or consolidation of such entity pursuant to Applicable Law, or (iii) purchases substantially all the assets of Licensee (collectively, "Permitted Affiliate"). For the purpose of this section 19, "control" means ownership, directly or indirectly, of 50% or more of the voting stock, equity or beneficial interest or a general partner of any partnership, and the ability to effectively control or direct the business of Licensee. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee's obligations under this Agreement. Licensor may freely assign, transfer, or sublease this Agreement and, in such event, Licensor shall be relieved of all of its obligations under this Agreement from and after the date of such assignment or transfer. Licensee shall pay Licensor a fee of \$500.00 (which fee shall increase annually on each anniversary of the Commencement Date by a percentage rate increase equal to the Annual Escalator) in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, nondisturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Monthly License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. **SUBORDINATION TO GROUND LEASE.** The Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee's written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted.
21. **DEFAULT.** The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Monthly License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within 10 Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Monthly License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within 10 Business Days of the date when due; (ii) any failure of Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by Licensee within 30 days of receipt by Licensee of written notice from Licensor, or its designee, of the existence of such a default; except such 30 day cure period shall be extended as reasonably necessary to permit Licensee to complete a cure so long as Licensee commences the cure within such 30 day cure period and thereafter continuously and diligently pursues and completes such cure; (iii) failure of Licensee to abide by the Interference provisions as set forth in section 11; (iv) Licensee shall become bankrupt, insolvent or file a voluntary petition in bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not dismissed by Licensee within 60 days of the date of the filing of the involuntary petition, file for reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all or a substantial portion of Licensee's assets, or Licensee makes an assignment for such purposes for the benefit of creditors; (v) this Agreement or Licensee's interest herein or Licensee's interest in the Tower Facility are executed upon or attached; (vi) Licensee commits or fails to perform an act which results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the date following written notice to Licensee from Licensor, or its designee, of such default; or (vii) the imposition of any lien on the Approved Equipment except as may be expressly authorized by this License, or an attempt by Licensee or anyone claiming through Licensee to encumber Licensor's interest in the Tower Facility, and the same shall not be dismissed or otherwise removed within 10 Business Days of written notice from Licensor to Licensee.

22. **REMEDIES.** In the event of a default or a breach of this Agreement by Licensee and after Licensee's failure to cure the same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement by giving written notice to Licensee, stating the date upon which such termination shall be effective, accelerating and declaring to be immediately due and payable the then present value of all Monthly License Fees and other charges or fees which would have otherwise been due Licensor absent a breach of the Agreement by Licensee, discounted by an annual percentage rate equal to 5%, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee's sole cost and expense for a period of 30 days after which the Approved Equipment, other than Hazardous Materials, will be deemed conclusively abandoned if not claimed by Licensee. Licensee shall pay all reasonable attorney's fees, court costs, removal and storage fees (including any damage caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Monthly License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to 18% per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to 25% of the then-current Monthly License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each 30 day period thereafter that any such amount (or portion thereof) remains unpaid.
23. **GOVERNMENTAL APPROVALS; PERMITS.** In the event that any governmental permit, approval or authorization required for Licensor's use of, operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee's sole cost and expense. Licensor shall cooperate with Licensee in Licensee's efforts to obtain any permits or other approvals that may be necessary for Licensee's installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee's behalf, at Licensee's sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor's current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee's shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.
24. **REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.**
- (a) **Replacement of Tower.** Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor's sole cost and (ii) not result in an interruption of Licensee's communications services beyond that which is necessary to replace the new Tower. If Licensee, in Licensee's reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee's sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor's approval. The License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.
- (b) **Relocation of Approved Equipment.** In the event another Paying Carrier (as hereinafter defined) desires to occupy the space on the Tower (which includes any necessary vertical separation as determined by Licensor) where Licensee's Approved Equipment is then located (the "Trigger Condition"), Licensor reserves the right to require Licensee to decide whether to (i) terminate this Agreement, (ii) relocate Licensee's Approved Equipment located at the Tower Facility, at Licensee's sole cost and expense, to another antenna mount height on the Tower, or (iii) increase the Monthly License Fee to that which would initially be paid by the Paying Carrier ("Paying Carrier Rate"), all in accordance with the terms and provisions provided in this section 24(b). Upon the Trigger Condition occurring, Licensor may notify Licensee in writing ("Relocation Notice") that the Trigger Condition has occurred and if other spaces or antenna mount heights are available to accommodate Licensee's Approved Equipment on the Tower (without the requirement of any improvements to the Tower by Licensor), indicate which other spaces or antenna mount heights are so available and, also, indicate the Paying Carrier Rate. Within 10 Business Days of Licensee's receipt of the Relocation Notice, Licensee will be required to inform Licensor in writing of its election either to (A) increase the Monthly License Fee to the Paying Carrier Rate (which would thereafter be subject to

escalation of the Monthly License Fee generally as otherwise provided in this Agreement) and continue to occupy the same space or antenna mount height on the Tower; (B) provided other spaces or antenna mount height are available on the Tower, relocate Licensee's Approved Equipment to one of the other such spaces or antenna mount height as specified in the Relocation Notice; or (C) remove Licensee's Approved Equipment from Tower and terminate this Agreement. If Licensee elects option (A), then such election shall be effective and the Monthly License Fee shall increase effective upon the eleventh Business Day after Licensee's receipt of the Relocation Notice without further act or deed. If Licensee elects option (B), if such option is available, and notifies Licensor that it elects to relocate its Approved Equipment to a particular antenna mount height or space specified in the Relocation Notice, Licensee shall have 45 days of Licensee's receipt of the Relocation Notice to relocate its Approved Equipment on the Tower to such elected space or antenna mount height at Licensee's sole cost and expense, such relocation to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensee elects or is deemed to elect option (C), Licensee will remove its Approved Equipment from the Tower Facility within 45 days of Licensee's receipt of the Relocation Notice, such removal to be subject to all terms and conditions of this Agreement otherwise imposed. If Licensor fails to receive notice from Licensee within such 10 Business Day period as to whether Licensee elects option (A), (B) or (C), then Licensee shall be deemed conclusively to have elected option (C). If Licensee elects option (B) or elects or is deemed to elect option (C), if Licensee fails to relocate or remove the Approved Equipment within such time period as required above, TIME BEING OF THE ESSENCE, then the Approved Equipment shall be deemed conclusively and absolutely abandoned by Licensee and anyone claiming by, through, or under Licensee except for Hazardous Materials and waste and equipment containing Hazardous Materials and waste, which shall be removed by Licensee from the Tower Facility immediately; and Licensor shall have the right to remove the Approved Equipment at Licensee's sole expense and dispose of such Approved Equipment in any manner Licensor so elects, and Licensee shall reimburse Licensor for its expenses upon demand without off-set. For purposes of this section, a "Paying Carrier" is a paying carrier or potential licensee of Licensor which, through a written Application or offer, offers to monetarily compensate Licensor for the right to use the space on the Tower included in the Licensed Space.

- (c) **Tower Removal:** If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon 90 days prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee's Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee's Approved Equipment within the foregoing 90 day notice period, then Licensee or Licensor may elect to terminate the Agreement.

25. **EMMISSIONS.** If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor's reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within 30 days of Licensor's request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.
26. **ENVIRONMENTAL.** Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law. Licensee agrees to indemnify and save harmless Licensor against any and all Claims, liabilities, causes of action, Damages, orders, judgments, and clean-up costs arising from Licensee's breach of any the covenants contained in this section 26. The obligations of Licensee to indemnify Licensor pursuant to this section 26 shall survive the termination or expiration of this Agreement.
27. **SUBROGATION.**
- (a) **Waiver.** Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the

insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

- (b) **Mutual Release.** Notwithstanding anything in this Agreement to the contrary, Licensor and Licensee each release the other and its respective affiliates, employees and representatives from any Claims by them or any one claiming through or under them by way of subrogation or otherwise for Damage to any person or to the Tower Facility and to the fixtures, personal property, improvements and alterations in or on the Tower Facility that are caused by or result from risks insured against under any insurance policy carried by each and required by this Agreement, provided that such releases shall be effective only if and to the extent that the same do not diminish or adversely affect the coverage under such insurance policies and only to the extent of the proceeds received from such policy.
28. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.
29. **FINANCING AGREEMENT.** Licensee may, upon written notice to Licensor, mortgage or grant a security interest in the Approved Equipment to any such mortgagees or holders of security interests including their successors and assigns. No such security interest shall extend to, affect or encumber in any way the interests or property of Licensor.
30. **MISCELLANEOUS.** Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of the Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of the Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.
31. **CONFIDENTIALITY.** Neither Party shall use the other's name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party's sole and absolute discretion.

The offer of license expressed in this Agreement shall automatically expire and become void if two unaltered counterparts of this Agreement, executed by Licensee, are not delivered to Licensor within 30 days of the Effective Date.

**ATTACHED EXHIBITS:**

Exhibit A: List of Approved Equipment and location of the Licensed Space

Exhibit B: Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Exhibit C: As-Built Drawings or Construction Drawings to be attached within 45 days after Commencement Date in accordance with Section 3

Appendix I: Definitions

Appendix II: Insurance

**Exhibit A**  
**List of Approved Equipment and location of the Licensed Space**

**1. Tower-Mounted Equipment**

A. At tower apex, one (1) nominal 20' whip, Andrew DB-224SA antenna, mounted to tower leg above top torque arm bracket fed with two (2) 7/8" feedlines.

B. Between 148' level and 160' level, inclusive, seven (7) 2' microwave dishes attached to face mounted pipe brackets. Each dish fed with nominal 5/8" feedline. Five (5) dishes on northwest face, two (2) dishes on southwest face.

**2. Ground-Mounted Equipment**

A. Nominal 4' x 8' concrete pad for Licensee-supplied emergency generator as depicted on drawing of compound.

B. Use of existing 11' x 33' shelter adjacent to tower structure.

C. Use of pad for existing LP/propane fuel tank.

Initials: MM / \_\_\_\_\_

**EXHIBIT A**

City Of Columbia, Missouri

Murray/Mt. Zion Church

**GROUND SPACE REQUIREMENTS**

PRIMARY CONTIGUOUS LEASE AREA DIMENSIONS (LxW (ft))		10 x 24	Sq. ft. N/A	
INSIDE ATC SHELTER	DIMENSIONS (LxWxH (ft))	N/A		
CUSTOMER SHELTER	<input checked="" type="checkbox"/> DIMENSIONS (LxW (ft))	10 x 24	PAD FOR SHELTER	DIMENSIONS (LxW (ft)) N/A
STOOP	DIMENSIONS (LxW (ft))	N/A		
OUTDOOR CABINETS	QUANTITY OF CABINETS	N/A	DIMENSIONS (LxWxH (ft))	N/A
PAD FOR CABINETS	DIMENSIONS (LxW (ft))	N/A		

**BACKUP POWER REQUIREMENTS**

GENERATOR NOT REQUIRED?	<input type="checkbox"/>	ATC SHARED GENERATOR	<input type="checkbox"/>	SHARED GENERATOR PEAK USAGE (KW)	N/A
INSIDE CUSTOMER SHELTER	GENERATOR (to be located inside primary leasing area)	<input type="checkbox"/>	GENERATOR (to be located outside primary leasing area)	<input type="checkbox"/>	
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER (LxW (ft))	4 x 8				
MANUFACTURER	N/A	MAKE / MODEL	N/A	CAPACITY (KW)	N/A
FUEL TYPE	Natural Gas				
PAD FOR GENERATOR	<input checked="" type="checkbox"/>	DIMENSIONS (LxW (ft))	4 x 8		
FUEL TANK	DIMENSIONS (LxW (ft))	N/A	TANK SIZE (gal)	N/A	
PAD FOR FUEL TANK (if required)	DIMENSIONS (LxW (ft))	N/A			

**SECONDARY GROUND LEASE AREA REQUIREMENTS**

Will supplementary ground space be needed to accommodate additional equipment?	<input type="checkbox"/> Y	<input type="checkbox"/> N	<input checked="" type="checkbox"/> X
IF YES, ADDITIONAL LEASE AREA DIMENSIONS (LxWxH (ft))	N/A	Sq. ft.	N/A
ADDITIONAL EQUIPMENT:	N/A	DIMENSIONS (LxWxH (ft))	N/A
ADDITIONAL EQUIPMENT:	N/A	DIMENSIONS (LxWxH (ft))	N/A

**POWER/TELCO REQUIREMENTS**

POWER PROVIDED BY:	UTILITY COMPANY DIRECT	<input checked="" type="checkbox"/> X	ATC PROVIDED	<input type="checkbox"/>	Average monthly power consumption (KWH units):	N/A
TELCO/INTERCONNECT REQUIREMENTS:	POTS	<input type="checkbox"/>	TI	<input type="checkbox"/>	MICROWAVE	<input type="checkbox"/>
					FIBER OPTICS	<input type="checkbox"/>

**TRANSMITTER SPECIFICATIONS (A-BROADCAST)**

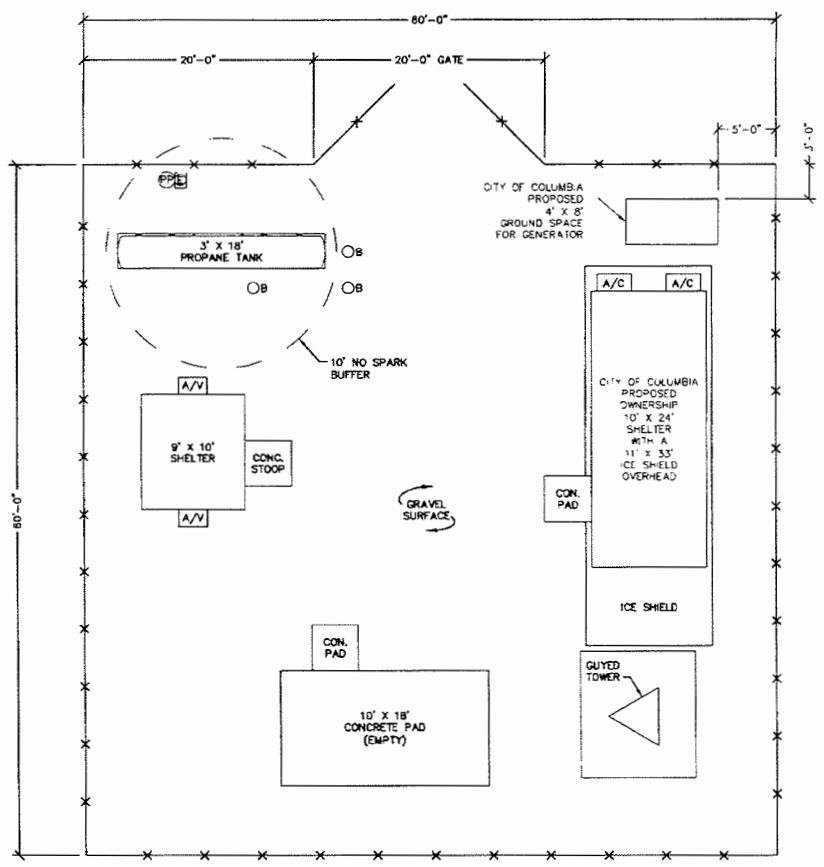
TRANSMITTER/RECEIVER TYPE	Receiver	N/A	N/A	N/A	N/A	N/A
QTY of TRANSMITTERS/RECEIVERS	N/A	8	N/A	N/A	N/A	N/A
MANUFACTURER	Motorola	Harris/GE	N/A	N/A	N/A	N/A
TYPE & MODEL	MTR 2000	Mestr II	N/A	N/A	N/A	N/A
TYPE of TECHNOLOGY	N/A	N/A	N/A	N/A	N/A	N/A
TX POWER OUTPUT	0	100	N/A	N/A	N/A	N/A
*ERP (Watts)	0	58	N/A	N/A	N/A	N/A
ELECTRIC SERVICE REQUIRED (Amps/Volts)	200 AMPS / 240 VOLTS	N/A	N/A	N/A	N/A	N/A

**ANTENNA EQUIPMENT SPECIFICATIONS**

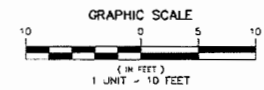
EQUIPMENT TYPE:	OMNI	Dish-Standard	Dish-Standard	Dish-Standard	Dish-Standard	Dish-Standard
RAD CENTER AGL (ft)	190'	160'	157'	154'	151'	148'
EQUIPMENT MOUNT HEIGHT (ft)	180' at top	160'	157'	154'	151'	148'
EQUIPMENT MOUNT TYPE	Leg	Leg	Leg	Leg	Leg	Leg
EQUIPMENT MANUFACTURER	Decibel /Andrew	Radiovaca	Radiovaca	Radiovaca	Radiovaca	Radiovaca
EQUIPMENT MODEL #	DD-224A	SP2-5.2	SP2-5.2	SP2-5.2	SP2-5.2	SP2-5.2
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	255"	2' diameter	2' diameter	2' diameter	2' diameter	2' diameter
EQUIPMENT WEIGHT (per item, in lbs.)	35 lbs.	22 lbs	22 lbs	22 lbs	22 lbs	22 lbs
EQUIPMENT QUANTITY	1	2	1	2	1	1
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240"	Omni	297, 327	34	330, 206	26	327
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4"	1	1/1	1	1/1	1	1
TX FREQUENCY	150-160 MHz	5800 MHz	5800 MHz	5800 MHz	5800 MHz	5800 MHz
RX FREQUENCY	N/A	5800 MHz	5800 MHz	5800 MHz	5800 MHz	5800 MHz
Is equipment using unlicensed frequencies?	Yes	Yes	Yes	Yes	Yes	Yes
ANTENNA GAIN	6.0 dBi	29 dBi	29 dBi	29 dBi	29 dBi	29 dBi
TOTAL # of LINES for equipment in column	2	2	1	2	1	1
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	2	2	1	2	1	1
LINE TYPE	Coax	Coax	Coax	Coax	Coax	Coax
LINE DIAMETER / SIZE	7/8"	5/8"	5/8"	5/8"	5/8"	5/8"

**Exhibit B**  
**Site Drawing indicating the location of Ground Space for Licensee's equipment  
shelter or space in Licensor's building (as applicable)**

Initials:  \_\_\_\_\_



NOTE:  
LEASE AREA = 10 ACRES




**AMERICAN TOWER**  
SITE DESIGN  
400 REGENCY FOREST DRIVE  
CARY, NORTH CAROLINA 27518  
PHONE: (919) 468-0112  
FAX: (919) 468-5040  
NYSE: AIT

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OF SERVICE, ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER CORPORATION AND THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. REUSE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED EXCEPT BY WRITTEN PERMISSION FROM AMERICAN TOWER CORPORATION. TITLE TO THESE PLANS AND/OR SPECIFICATIONS SHALL REMAIN WITH AMERICAN TOWER CORPORATION WITHOUT PREJUDICE AND VISUAL CONTACT WITH THEM SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

REV.	DESCRIPTION
1	PROPOSAL

SITE NUMBER:  
**90197**  
SITE NAME:  
**MURRY/ MT. ZION CHURCH**  
**MISSOURI**

DRAWN BY:	J KOVACH
DATE DRAWN:	06/30/2011
CUSTOMER:	CITY OF COLUMBIA
COLLOCATION NO:	472265

**LEGEND**

- ⊗ GROUNDING TEST WELL
- A/C AIR CONDITIONING UNIT
- A/V AIR VENT
- S SCOLLARD
- C CABINET
- CSC FIBER OPTIC CABINET
- E ELECTRICAL SERVICE DISC.
- GEN GENERATOR
- G GENERATOR RECEPTACLE
- IB ICE BRIDGE
- LC LIGHTING CONTROL
- M METER
- PB PULL BOX
- PP POWER POLE
- T TELEPHONE HOOK-UP
- TD TELEPHONE DEMARK
- TRN TRANSFORMER
- W WATER VALVE

DIMENSIONS NOT VERIFIED BY LICENSED SURVEYOR


SHEET TITLE:  
SITE PLAN LAYOUT

SHEET NUMBER: <b>SP-1</b>	REV. # <b>0</b>
------------------------------	--------------------



Licensors Site Name / Number: Murray/Mt. Zion Church, MO / 90197  
Licensee Site Name / Number: Zion / N/A

Licensee shall not commence installation until Licensors has approved in writing said drawing and attached it hereto.

Initials:  \_\_\_\_\_

ECM#41028  
Rev. 02.24.09

**Exhibit C**  
**As Built Drawings or Construction Drawings**

To be attached hereto within 45 days after the Commencement Date.

## Appendix I Defined Terms

**Affiliate(s):** Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, or (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "**control**" means the possession of the right through the ownership of 50% or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

**Agreement:** defined in the introductory paragraph.

**Annual Escalator:** defined in section IV on page 1.

**Applicable Law:** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

**Application:** defined in section IV on page 1.

**Application Fee:** defined in section IV on page 1.

**Approved Equipment:** the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

**Business Day:** a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the Commonwealth of Massachusetts.

**Claims:** demands, claims, suits, actions, proceedings or investigations brought against a person by an unrelated or unaffiliated Person.

**Commencement Date:** defined in section IV on page 1.

**Common Expenses:** defined in section 7.

**Connection Fee:** defined in section IV on page 1.

**Construction Drawings:** defined in section 3.

**Damages:** debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

**Easement:** defined in section 2.

**Effective Date:** defined in the introductory paragraph.

**FAA:** the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

**FCC:** the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

**FCC Rules and Regulations:** All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

**Ground Lease:** defined in section 20.

**Ground Space:** The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

**Hazardous Substances:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

**Holdover Fee:** defined in subsection 6(c).

**Indemnified Party:** any person entitled to Indemnification under section 15 hereof.

**Initial Term:** defined in subsection 6(a).

**Interference:** defined in subsection 11(a)(i).

**Labeling Fee:** defined in section 9.

**Licensed Frequencies:** defined in subsection 11(a)(ii).

**Licensed Space:** Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

**Licensed User:** defined in subsection 11(a)(iii).

**Licensee:** defined in the introductory paragraph.

**Licensor:** defined in the introductory paragraph.

**Monthly License Fee:** defined in subsection 5(a).

**MPE:** defined in section 25.

**Notice Address:** defined in section 18.

**NTP (Notice to Proceed):** Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in section 10(a) of this Agreement.

**Party(ies):** Licensor or Licensee.

**Permitted Affiliate:** defined in section 19.

**Permitted Frequencies:** defined in section III on page 1.

**Priority User:** defined in subsection 11(a)(iv).

**Relocation Application Fee:** defined in section IV on page 1.

**Remittance Address:** defined in section II of page 1.

**Renewal Term(s):** defined in subsection 6(b).

**RF Emissions:** defined in section 25.

**Site Inspection Fee:** defined in section IV on page 1.

**SSIS:** defined in subsection 10(b).

**SSIS Fee:** defined in subsection 10(b).

**Structural Analysis Fee:** defined in subsection 10(b).

**Subsequent User:** defined in subsection 11 (a)(v).

**Term:** Initial Term and each Renewal Term which is effected pursuant to section 6 of this Agreement.

**Tower:** A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

**Tower Facility:** Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

**Unlicensed Frequencies:** defined in subsection 11(a)(vi).

**Unlicensed User:** defined in subsection 11(a)(vii).

**Utility Fee:** defined in section IV on page 1.

**Work:** all work relating to the construction, installation, relocation and reconfiguration of Licensee's Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.

## Appendix II Insurance

A. LICENSOR shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSEE will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against LICENSEE and shall name LICENSEE as an additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSOR under this Agreement and shall contain a standard cross-liability endorsement.

B. LICENSEE shall maintain in full force during the Term of this Agreement and shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance:

1. Worker's Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers' Liability Insurance with minimum limits of \$500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.
2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than \$1,000,000.00 per occurrence.
3. An umbrella policy of not less than Five Million Dollars (\$5,000,000.00).

The above insurance shall provide that LICENSOR will receive not less than 30 days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against LICENSOR and shall name LICENSOR as additional insured, and shall be primary over any insurance coverage in favor of LICENSEE but only with respect to and to the extent of the insured liabilities assumed by LICENSEE under this Agreement and shall contain a standard cross-liability endorsement.

C. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.