

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of

February

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 49-19DEC16 – Elevator Maintenance Term and Supply to KONE, Inc. of St. Louis, MO.

Terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Term and Supply Purchase Agreement for Elevator Maintenance.

Done this 16th day of February, 2017

ATTEST:

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

[Signature]

Daniel K. Atwill
Presiding Commissioner

[Signature]

Fred J. Parry
District I Commissioner

[Signature]

Janet M. Thompson
District II Commissioner

73-2017

Boone County Purchasing

Jacob M. Garrett
Buyer



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

MEMORANDUM

TO: Boone County Commission
FROM: Jacob M. Garrett, Buyer
DATE: February 2, 2017
RE: 49-19DEC16 – Elevator Maintenance Term and Supply

49-19DEC16 – Elevator Maintenance Term and Supply opened on December 27, 2016. Four bids were received and Facilities Maintenance recommends award by low bid to **KONE, Inc.** of St. Louis, MO.

This is a term and supply contract and invoices will be paid from department 6100– Facilities & Grounds Maintenance, account 71100 – Outside Services. \$8,196.00 is budgeted for 2017.

ATT: Bid Tabulation

cc: Doug Coley, Facilities Maintenance
Jody Moore, Facilities Maintenance
Bid File

49-19DEC16 - ELEVATOR MAINTENANCE - TERM & SUPPLY		OTIS	SCHINDLER	THYSSENKRUPP	KONE
BID TABULATION					
4.8	PRICING - FIRM, FIXED PRICING PER QUARTER FOR ALL MAINTENANCE AND REPAIRS IDENTIFIED IN SECTION 2.				
ELEVATORS OWNED BY BOONE COUNTY					
4.8.1.	BOONE COUNTY COURTHOUSE, 705 EAST WALNUT				
	QTY. (1) SCHINDLER HYDRAULIC PASSENGER ELEVATORS	\$525.00	\$465.00	\$525.00	\$450.00
	SERIAL NUMBER : HG 82700 - MANUFACTURED 10/28/91				
4.8.2.	BOONE COUNTY COURTHOUSE, 705 EAST WALNUT				
	QTY. (1) SCHINDLER HYDRAULIC PASSENGER ELEVATORS	\$525.00	\$465.00	\$525.00	\$450.00
	WEST CAR #B43B1F SERIAL NUMBER: HG 82701 - MANUFACTURED 10/28/91				
4.8.3.	BOONE COUNTY COURTHOUSE, 705 EAST WALNUT				
	QTY. (1) SCHINDLER HYDRAULIC PASSENGER ELEVATORS	\$525.00	\$465.00	\$525.00	\$450.00
	EAST CAR #B43B1F-3 SERIAL NUMBER: HG 82701 - MANUFACTURED 10/28/91				
4.8.4.	BOONE COUNTY GOVERNMENT CENTER, 801 EAST WALNUT				
	QTY (1) DOVER OILDRAULIC PASSENGER ELEVATOR	\$525.00	\$465.00	\$525.00	\$450.00
	SERIAL NUMBER: EE5153 - MANUFACTURED 4/6/95				
4.8.5.	BOONE COUNTY OHNSON BUILDING, 601 EAST WALNUT				
	QTY (1) DOVER OILDRAULIC PASSENGER ELEVATOR	\$525.00	\$465.00	\$570.00	\$450.00
	SERIAL NUMBER: EF1971 - MANUFACTURED 4/6/95				
4.8.6.	BOONE COUNTY EMERGENCY COMMUNICATIONS CENTER, 2145 COUNTY DRIVE			\$570.00	
	QTY (1) THYSSENDRUPP HYDRAULIC PASSENGER ELEVATOR	\$525.00	\$600.00	AFTER 5-19-18	\$540.00
	SERIAL NUMBER: ECR0936 - MANUFACTURED 10/31/15			UNDER WARRANTY TO - 5-19-18	
4.8.7.	FLAT HOURLY RATE FOR EMERGENCIES PER SECTION 2.3.3.5.	\$300.00	\$215.00	\$519.00	\$330.00
4.9.	DO YOU HAVE THE CAPABILITY TO MAINTAIN ELEVATOR SECURITY SYSTEMS PER SECTION 2.3.3.6.?	YES	YES	YES	YES
4.13.	COOP ? YES OR NO.	YES	YES	YES	YES

73-2017

**PURCHASE AGREEMENT
FOR
ELEVATOR MAINTENANCE TERM AND SUPPLY**

THIS AGREEMENT dated the 16th day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **KONE 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 Elevator Maintenance Term and Supply, County of Boone Request for Bid, bid number 49-19DEC16, Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **December 22, 2016** and executed by **Jeremy Vivian** on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, any applicable addenda, and the Standard Terms and Conditions shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - The contract period shall begin on **February 1, 2017** and extend through **December 31, 2017**, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by order of the County for **two (2) 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; provided, however, that from and after the expiration date of this agreement and any annual extensions thereof, Contractor shall have the right to terminate this agreement upon thirty days advance written notice of termination.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County Elevator Maintenance Services as identified and responded to in the Contractor's Response Form. Elevator Maintenance 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 the County.

4. **Billing and Payment** - All billing shall be invoiced to the Boone County Facilities Maintenance Department as outlined in the Request for Bid, and may only include the prices as identified 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 correct monthly statement within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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

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

7. *Force Majeure* – Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, shortages or materials or workmen, unavailability of material from usual sources, government priorities or requests or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractors, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

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.

KONE INC.

by 
Trish Pritchard
title Assistant Secretary

BOONE COUNTY, MISSOURI

by: Boone County Commission


Daniel K. Atwill, Presiding Commissioner

address One KONE Court


Moline, IL 61265

KONE 6454664 Acceptance by KONE is expressly conditioned upon the terms of Rider No. 1 dated 1/30/17 taking precedence and prevailing.

APPROVED AS TO FORM:

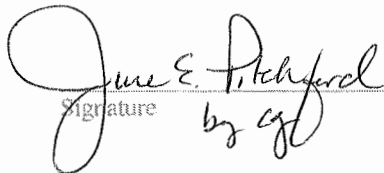

County Counselor

ATTEST:


Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 55.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) incurred by this contract. (Note: Certification is not required for a term and supply contract or where the terms of the contract do not result in a measurable county obligation.)


Signature by ajp

2/3/17
Date

6100/60050 Term/Supply
2765/60050
Appropriation Account



RIDER NO. 1
49-19DEC16 Elevator Maintenance

The parties hereby agree to be bound to the terms contained in the Purchase Agreement for Elevator Maintenance Term and Supply between KONE Inc. and Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission (the "Agreement"), together with those terms contained in this Rider. Provided, however, that notwithstanding any terms contained in the Agreement to the contrary, in the event of conflict between terms contained in the Agreement and terms contained in this Rider No. 1, the terms in this Rider shall supersede and prevail.

1. Add: "With the passage of time, equipment technology and designs will change. If any part or component of Owner's equipment (i) cannot, in Contractor's sole opinion, be safely and economically repaired, (ii) is no longer available as a stock item from the original equipment manufacturer, or (iii) is no longer available as a stock item from an aftermarket source after reasonable efforts by Contractor to locate same, then that part or component shall be considered obsolete. Owner will be responsible for all charges, including labor and materials, associated with replacing the obsolete part or component."

2. Add: "A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event."

3. Add: "As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision"

This rider is for the above-referenced Project only and shall not be construed to be a course of dealing on future projects.

ACCEPTED:

BY: _____

KONE INC.

BY: _____

TITLE:

TITLE: Assistant Secretary

DATE:

DATE: 1/30/2017



BOONE COUNTY, MISSOURI
Request for Bid #49-19DEC16 – Elevator Maintenance Term and Supply

ADDENDUM # 1 - Issued December 7, 2016

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*.

The following question has been submitted and clarification reply are included:

Question 1:

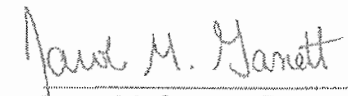
Is a Pre-Bid available for vendors to view elevators?

Response:

1.1. Pre-Bid Conference

- 1.1.1. The purpose of a pre-bid conference is to answer any questions, clarify ambiguities, and respond to general issues to establish a common basis for understanding all the bid requirements. We will also tour all Boone County facilities that have Elevators in the building.
- 1.1.2. The Pre-Bid Conference will be held at the Boone County Annex Building Thursday, December 15th, 2016 at 9:00 A.M. located at 613 E. Ash Street Columbia, Missouri 65201.

By:



Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined Addendum #1 to Request for Bid #49-19DEC16 – Elevator Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name: KONE Inc.

Address: 9324 Dielman Industrial Dr., St. Louis, MO 63132

Phone Number: 314-991-1158 Fax Number: 314-991-1432

E-mail: jeremy.vivian@kone.com

Authorized Representative Signature:  Date: 12/22/16

Authorized Representative Printed Name: Jeremy Vivian

RFP #49-19DEC16

12/7/16

By:


Jacob M. Garrett, Buyer
Boone County Purchasing

OFFEROR has examined Addendum #2 to Request for Bid #49-19DEC16 – Elevator Maintenance Term and Supply, receipt of which is hereby acknowledged:

Company Name: KONE Inc.

Address: 9324 Dielman Industrial Dr., St. Louis, MO 63132

Phone Number: 314-991-1158 Fax Number: 314-991-1432

E-mail: jeremy.vivian@kone.com

Authorized Representative Signature:  Date: 12/22/16

Authorized Representative Printed Name: Jeremy Vivian



Elevators Escalators

and has a 24-hour service center staffed with highly trained and experienced personnel to handle emergency situations. We maintain both local and national parts inventories.

Once again, thank you for the opportunity to make you a very satisfied customer. Should you have any questions regarding this proposal, don't hesitate to contact me at (314) 724-4896.

Respectfully,

Liz Yoest

Liz Yoest
KONE Inc.

Company ID Number: 40635
Client Company ID Number: 327983

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 E-Verify 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).
4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.
5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer (through the Designated Agent) access to selected data from DHS's database to enable the Employer (through the Designated Agent) to conduct, to the extent authorized by this MOU:
 - Automated verification checks on alien employees by electronic means, and
 - Photo verification checks (when available) on employees.
2. DHS agrees to provide to the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. DHS agrees to provide the Designated Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer (through the Designated Agent), the E-Verify User Manual containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.
4. DHS agrees to provide to the Employer (through the Designated Agent) a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer (through the Designated Agent) anti-discrimination

Company ID Number: 40635

Client Company ID Number: 327983

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.
5. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 4 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.
 6. The Employer agrees to initiate E-Verify verification procedures (through the Designated Agent), for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the

Company ID Number: 40635
Client Company ID Number: 327983

secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

10. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
11. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
12. The Employer agrees that it will use the information it receives from SSA or DHS (through the Designated Agent) pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
13. The Employer acknowledges that the information which it receives through the Designated Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
14. The Employer agrees to cooperate with DHS and SSA in their compliance



Company ID Number: 40635
Client Company ID Number: 327683

PARTIES

- A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the other. Any and all changes or developments to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- B. Notwithstanding Article V, part A of this MOU, DHS may terminate access to E-Verify if it is deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Designated Agent or the Employer, or a failure on the part of either to comply with established procedures or legal requirements. The Employer understands that if the Employer is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the Employer's performance of its contractual responsibilities.
- C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Designated Agent, the Employer, or their agents, officers, or employees.
- E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Designated Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IRIRA to any action taken or allegedly taken by the Designated Agent or the Employer.



Company ID Number: 41395
Client Company ID Number: 529853

Approved by:

Employer Representative

Michael DeLuna
Name (Please Type or Print)

Michael DeLuna
Name (Please Type or Print)

Michael DeLuna
Signature

5-17-10
Date

Designated Agent For: Veri Group, Inc.

Entity No.
Entity (Please Type or Print)

Entity No.
Entity (Please Type or Print)

Electronically Signed
Signature

05/17/2010
Date

Department of Homeland Security - Verification Division

Rebecca K Green
Name (Please Type or Print)

Deputy Branch Chief / E-Verify
Name (Please Type or Print)


Rebecca K Green
Signature

5-17-10
Date

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 203.009 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 drivers license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must accompany the bid being made for this.
- 2. I do not have the above documents, but provide a declaration of facts (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 11-23-11 Printed Name Jeremy Vivian

(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, 34 CFR Part 98 Section 98.510, Participants' responsibility. The regulations were published in Part VII of the May 28, 2002 Federal Register, Vol. 67, No. 101, pp. 29111-29113.

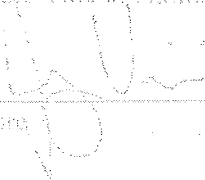
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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 funds and/or funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeremy Vivian Branch Manager

Name and Title of Authorized Representative

Signature



12/22/16

Date

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/*including* - 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.
- Personnel* - 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 a Contract for provision of the goods and/or services described in the Bid.
- Supplier* - All business(es) entities which may provide the subject goods and/or services.
- 1.2.3. Bid - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. A "Request for Bid" is used when the need is well defined. A "Request for Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. Response - The written, sealed document, submitted per the Bid instructions.
- 1.3. BID CLARIFICATION - Questions regarding this Bid should be directed in writing, by e-mail or fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders in the form of an addendum. We strongly suggest that you check for any addenda a minimum of forty-eight (48) hours in advance of the bid deadline. Bids, addendums, bid clarifications and bid awards are posted on our web site at: www.shawncountys.com
- Note: Written requirements in the Bid or its Amendments are binding, but any oral communications between County and Bidder are not.
- 1.3.1. Bidder Responsibility - The bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site, or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
- 1.3.2. Bid Amendment - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. AWARD - Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County reserves the right to award this bid on an item by item basis, or on "all or none" basis, whichever is in the best interest of the County. The County also reserves the right to not award any item or group of items if the service can be obtained from competitive M/M/P/C or other government contracts under more favorable terms.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereinafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for the furnishing of Full Service Elevator Maintenance.
- 2.1.1. **Scope of Work**- Work performed shall include furnishing all labor, materials, tools, equipment, transportation, services, supervision, engineering expertise, and performing all operation required to properly service, repair, and maintain the designated elevators owned by the County.
- 2.1.2. **Sub-Contractors** - No subcontractors shall be used without prior approval and written consent of the Purchasing Director/Asset Manager.
- 2.1.3. **Contractor Qualifications and Experience** - The Contractor in which a maintenance contract is awarded must be currently engaged in the maintenance and repair of passenger and freight elevators on a commercial basis and have been successfully engaged in the business of such work and licensed in the State of Missouri for a period of not less than 3 consecutive years immediately preceding the submission of this bid. The contractor must also have established offices in the Jefferson City, Columbia area.
- 2.2. **Contract Extension** - The County Purchasing Director may exercise the option to extend the contract on a month to month basis for a maximum of six months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.3.1. **Contract Documents** - The successful bidder(s) shall be obligated to enter a written contract with the County within 30 days of award on contract forms provided by the County. If bidder desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.3. **MINIMUM TECHNICAL SPECIFICATIONS**
- 2.3.1. **Repair Locations** - All services will be provided at the County sites described in Section 4 of this request.
- 2.3.2. **General Requirements**
- 2.3.2.1. This contract shall be for full service including all elevator preventive maintenance and repairs and all periodic safety tests as required by BOCA National Building Code as adopted by the County of Boone.
- 2.3.2.2. In the event any provisions of the contract are not fulfilled by the Contractor, and/or the quality of workmanship is deemed unsatisfactory by the County, the County may, upon written notice to the Contractor, terminate this contract ten (10) days after such written notice.
- 2.3.2.3. **Contractor's Responsibility and Service Requirements**
- 2.3.2.3.1. The contractor shall guarantee all work performed under this contract.
- 2.3.2.3.2. The contractor shall provide 100 percent coverage for all parts, preventive maintenance, and repairs and parts replacement to all systems (electrical, mechanical, hydraulic), to include all sub-systems, sub-assemblies, components, and all sub-components related to each elevator system identified in Section 4. All repairs regardless of how minor or major shall be covered under this agreement at the monthly maintenance cost submitted in this response and subsequent contract. The following items are excluded from the monthly maintenance coverage: Acts of God, vandalism, light bulbs, buried underground pipe, and cylinder.
- 2.3.2.3.3. All materials provided by Contractor shall be new materials of high quality that 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 test.
- 2.3.2.3.4. The contractor will provide unlimited service during normal business hours. Normal business hours are Monday-Friday 7 a.m. to 5 p.m., excluding state and national holidays. The response time from when a call is placed to the arrival of the contractor's designated representative and personnel shall not exceed one hour. The Director of Facilities Maintenance reserves the right to extend the response time at his discretion per occurrence and such extensions are not precedent setting.
- 2.3.2.3.5. The contractor will provide a flat hourly rate for emergency service outside normal business hours. This emergency rate shall include all labor and repairs.

subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employees' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employees' Liability insurance for the protection of their employees not otherwise protected.

- 2.6.2. **Comprehensive General Liability Insurance** - The Contractor shall take out and maintain during the life of this contract such comprehensive general liability insurance as shall protect them and any subcontractor performing work under this contract, from all claims for personal liability 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 \$2,000,000.00 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 Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- 2.6.3. The Contractor has the option to provide Owner's Contingent or Protective Liability and Property Damage instead of the Comprehensive General Liability Insurance. The Contractor shall provide the County with proof of Ownership Protective Liability and Property Damage insurance with the County as named insured, which shall protect the County against all claims which might arise because of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply.
- 2.6.4. **COMMERCIAL Automobile Liability** - The Contractor shall maintain during the life of this contract, automobile liability insurance in an amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from all claims arising from the use of the Contractor's own automobiles, vans, and truck/diesel automobiles, vans, and trucks and both on and off the site of work.
- 2.6.5. **Proof of Coverage 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 requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until the County has made final acceptance of the facility contracted.
- 2.6.6. **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 (including anyone, including but not limited to consultants having a contract with contractor or a subcontractor (by part of the services), or 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 those from its own negligence.
- 2.7. **SPECIAL CONDITIONS AND REQUIREMENTS**
 - 2.7.1. It is the bidder's responsibility to become fully informed as to what services are to be provided and/or the nature and extent of the work required and its relation to any other work in the area including possible interference from other on-site activities. Arrangements for bidder's inspection of facilities may be secured from Doug Coley, Director of Facilities Maintenance at 373-386-1401.
 - 2.7.2. The quantity, type, and description of the equipment to be covered is listed in Section 4 of this request. The County reserves the right to increase or decrease equipment listed. Additional

3. Response Presentation and Review

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

4.11.	The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.
4.12.1.	Authorized Representative (Sign by Hand):
4.12.2.	Type or Print Signed Name:
4.12.3.	Today's Date:
4.13.	Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri? Yes, _____ No _____

Boone County Purchasing

Jacob Garrett
Buyer



513 E. Ash Street, Room 109
Columbia, MO 65201
Phone: (573) 886-4302
Fax: (573) 886-3593

INSTRUCTIONS FOR COMPLIANCE WITH HOMER BILL 1549

Home Bill 1549 amends the Department of Homeland Security and 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/personal/identity/requirements.cfm?c=1d4c2a3e3a9ac85243c6a7243f6d1a7&nextohi=75bae2e251405110YenVCM00000713190aRCRD&nextohi=75bae2e251405110YenVCM00000713190aRCRD>

Please complete and return form *Work Authorization Certification For firms in 285.550 RSA* if your contract amount is in excess of \$5,000. Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling for proof of enrollment.

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

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 a declaration of facts (copy attached) which may allow for temporary 90-day qualification.

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

Applicant

Date

Printed Name

(Please complete and return with Contract)

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

This certification is required by the regulations implementing Executive Order 12549, Debarment, and Suspension, 29 CFR Part 93 Section 93.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1983, 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

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 (C/O), 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.



RIDER NO. 1
49-19DEC16 Elevator Maintenance

The parties hereby agree to be bound to the terms contained in the Purchase Agreement for Elevator Maintenance Term and Supply between KONE Inc. and Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission (the "Agreement"), together with those terms contained in this Rider. Provided, however, that notwithstanding any terms contained in the Agreement to the contrary, in the event of conflict between terms contained in the Agreement and terms contained in this Rider No. 1, the terms in this Rider shall supersede and prevail.

- 1. Add: "With the passage of time, equipment technology and designs will change. If any part or component of Owner's equipment (i) cannot, in Contractor's sole opinion, be safely and economically repaired, (ii) is no longer available as a stock item from the original equipment manufacturer, or (iii) is no longer available as a stock item from an aftermarket source after reasonable efforts by Contractor to locate same, then that part or component shall be considered obsolete. Owner will be responsible for all charges, including labor and materials, associated with replacing the obsolete part or component."
- 2. Add: "A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event."
- 3. Add: "As to any elevator or escalator equipment that is the subject of the Agreement, Purchaser will: (i) immediately shut down any such equipment that presents a potential safety hazard; and (ii) provide prompt verbal notice to KONE's Service Center of such hazard. Purchaser will immediately notify KONE's Service Center of any injury or accident in or about such equipment, followed by prompt written notice of such injury or accident. Any indemnity of Purchaser provided by KONE under the Agreement becomes null and void and will not be considered in interpreting the Agreement if Purchaser does not take the action or provide the notice required by this provision"

This rider is for the above-referenced Project only and shall not be construed to be a course of dealing on future projects.

ACCEPTED:

KONE INC.

BY: _____

BY: _____

TITLE:

TITLE: Senior Vice President

DATE:

DATE: 1/30/2017

KONE INC. CONTRACT Opp# 6454664

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of

February

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 04-10JAN17 – Pursuit Vehicles to Joe Machens Ford of Columbia, MO for the purchase of the following vehicles:

- Three (3) Ford Interceptor Utility Vehicles for Enforcement
- Three (3) Ford Interceptor Sedans for Investigations
- One (1) Ford Interceptor Utility Vehicle for Corrections

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 for 2017 Pursuit Vehicles.

Done this 16th day of February, 2017

ATTEST:

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

Daniel K. Atwill
 Daniel K. Atwill
 Presiding Commissioner

Fred J. Parry
 Fred J. Parry
 District I Commissioner

Janet M. Thompson
 Janet M. Thompson
 District II Commissioner

74-2017

Boone County Purchasing

Melinda Bobbitt, CPPO
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: Melinda Bobbitt, CPPO, CPPB
DATE: February 9, 2017
RE: Bid Award Recommendation: *04-10JAN17 – Pursuit Vehicles*

Request for Bid *04-10JAN17 – Pursuit Vehicles* closed on January 10, 2017. One bid was received. Recommendation for award is Joe Machens Ford of Columbia, Missouri. Initial purchase is for (3) Ford Interceptor Utility vehicles for Enforcement and (3) Ford Interceptor Sedans for Investigations for a total of \$158,430 and (1) Ford Interceptor Utility vehicle for Corrections for \$28,720.

The (3) Enforcement and (3) Investigation Vehicles will be paid from department 2901 – Sheriff Operations, LE Sales Tax, account 92400 – Replacement Auto/Trucks. \$286,118 was budgeted in 2901 for 2017.

The Corrections vehicle will be paid from 1255 – Corrections, account 92400 – Replacement Auto/Trucks. \$29,849 was budgeted in 1255 for 2017.

cc: Bid File
Gary German, Leasa Quick, David Alexander / Sheriff Department

**PURCHASE AGREEMENT FOR
2017 Pursuit Vehicles**

THIS AGREEMENT dated the 16th day of February 2017 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **McLarty CMFO, LLC, d/b/a Joe Machens Ford Lincoln**, 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 Pursuit Vehicles, County of Boone Request for Bid number **04-10JAN17**, and the Contractor's bid response dated January 4, 2017 executed by Kelly Sells 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 terms, conditions, provisions and requirements contained in the bid specifications including Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the unexecuted 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 **January 1, 2017 and extend until the end of the 2017 model year** subject to the provisions for termination specified below. Other orders may be placed throughout the model 2017 year.

3. **Purchase** - This is a Term and Supply contract and pursuit vehicles may be ordered throughout the 2017 model year for the following pricing:

Term & Supply

<u>Description</u>	<u>Unit Price</u>
4.8.1. Configuration 1: Enforcement Ford Interceptor Utility, All Wheel Drive (3.7L V6) Standard 2017 or newer	\$28,680
4.8.2. Configuration 2: Investigations Ford Interceptor Sedan, Front Wheel Drive (3.5L V6) Standard 2017 or newer	\$24,130
4.8.3. Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2017 or newer	\$28,720
Preparation Cost per Vehicle	\$0.00
Delivery Cost to Boone County Sheriff Department Per Vehicle	\$0.00

74-2017

The **initial order** is as follows:

<u>Description</u>	<u>Qty.</u>	<u>Unit Price</u>	<u>Total</u>
4.8.1. Configuration 1: Enforcement Colors: Arizona Beige, Sterling Gray, Medium Brown	3	\$28,680	\$86,040
4.8.2. Configuration 2: Investigations Colors: Sterling Gray, Dark Blue, Blue Jeans	3	\$24,130	\$72,390
4.8.3. Configuration 3: Corrections Color: Oxford White	1	\$28,720	\$28,720

For an initial order total of One Hundred Eighty-Seven Thousand, One Hundred Fifty Dollars (\$187,150.00).

Note: For "fleet keyed alike", contact Captain Gary German at (573) 875-1111, Extension 6213 to obtain key numbers.

4. **Purchase Order** – The County will issue a Purchase Order for any order placed from this contract.

5. **Delivery** - Vendor agrees to deliver vehicle(s) as set forth in the bid documents and within 90-120 working days after receipt of order. Delivery shall be to Boone County Sheriff Department, Attn: Captain Gary German, 2121 County Drive, Columbia, MO 65202.

6. **Title** – Title in the name of: Boone County Sheriff. Address: 613 E. Ash Street, Room 110, Columbia, MO 65201.

7. **Billing and Payment** - All billing shall be invoiced to the Boone County Sheriff's Department, Attn: Leasa Quick, 2121 County Drive, Columbia, MO 65202. Billings may only include the prices listed in the Contractor's bid response. No additional fees for delivery or extra services or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all 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.

8. **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.

9. **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.

10. **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

74-2017

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.

MCLARTY CMFO, LLC
JOE MACHENS FORD LINCOLN

by *Holly Jells*
title *Fleet Mgr.*

BOONE COUNTY, MISSOURI

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

APPROVED AS TO FORM:

[Signature]
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 is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature *June Patchford* Date *02/08/17* 2901-92400 - \$158,430
Appropriation Account *1255-92400-\$28,720*

4. Response Form

- 4.1. Company Name: Joe Machens Ford Lincoln
- 4.2. Address: 1911 W. Worley
- 4.3. City/Zip: Columbia, MO 65203
- 4.4. Phone Number: 573.445.4411
- 4.5. E-mail Address: kseells@machens.com
- 4.6. Fax Number: 573.445.8164
- 4.7. Federal Tax ID: 47-4658086
- 4.7.1. Corporation
- 4.7.1. Partnership - Name McLarty CMFO, LLC
- 4.7.1. Individual/Proprietorship - Individual Name _____
- 4.7.1. Other (Specify) _____

Note: The County intends to purchase up to 14 total vehicles that best meet the County's needs.

4.8. **PRICING** Qty Unit Price

4.8.1.	Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2017 or newer	1	\$ 28,680 ^{KS}
4.8.2.	Configuration 2: Investigations Ford Interceptor Sedan Front Wheel Drive (3.5L V6) Standard 2017 or newer	1	\$ 24,130
4.8.3.	Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2017 or newer	1	\$ 28,720
4.8.4.	Preparation Cost per vehicle	1	\$ 0
4.8.5.	Delivery Cost to Boone County Sheriff Department per vehicle	1	\$ 0

4.9. Describe warranty (or attach) features of all items, terms for fleet use and/or any special conditions that may apply:
Mfr. std. warranty only, 3 yrs. or 36 000 mi - Bumper to Bumper. 5 yrs or 100,000 mi - Powertrain.

4.10. 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

4.11. Delivery Working Days After Receipt of Order: 90-120

4.12. Please state the date how long pricing is firm. County may wish to place order later in the year for insurance replacements. Pricing is firm through the end of MY17 order cut-off, TBD
Pricing is subject to Ford's approval on MY18 @ same MY17 pricing until 12/30/17.

4.13. 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.

4.13.1. Authorized Representative (Sign By Hand): *Kelly Sells* Date: 1/4/17

Print Name and Title of Authorized Representative

4.13.2. Kelly Sells - Fleet Mgr.

(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.

Kelly Sells, Fleet Mgr.

Name and Title of Authorized Representative

Kelly Sells

Signature

1/4/17

Date

2. Primary Specifications

- 2.1. ITEMS TO BE PROVIDED – 2017 or newer pursuit vehicles in three configurations as detailed within for the Boone County Sheriff Department. The County anticipates that up to 14 pursuit vehicles may be ordered from this contract during the 2017 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.
 - 2.1.1. Quantities: Quantities are estimated. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
 - 2.2. CONTRACT PERIOD – Any Term and Supply Contract resulting from this Bid will have an initial term from the date of award through the end of the 2017 model year. Orders may be placed throughout the model 2017 year for a 2017 or newer pursuit vehicle and orders will be placed with County issued Purchase Orders. Multiple orders will be placed from this contract.
 - 2.2.1. 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.
 - 2.3. GENERAL REQUIREMENTS
 - 2.3.1. Unit(s) shall be designed and constructed for performance, durability, dependability, and safety.
 - 2.3.2. Equipment shall be bid as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
 - 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard warranty policies.
 - 2.3.4. No substitutions allowed. The Sheriff Department has standardized with Ford Interceptor vehicles.
 - 2.4. MINIMUM SPECIFICATIONS

2.4.1. Configuration #1: Enforcement - 2017 Ford Interceptor Utility

- 2.4.2. Utility – All Wheel Drive (3.7L V6)
- 2.4.3. Standard 2017 (or newer) model year features, plus the following:
- 2.4.4. Dark car feature (courtesy lamp disabled when any door is opened).
- 2.4.5. Front headlamp housing– Police Interceptor specific
- 2.4.6. Rear tail light housing – Police Interceptor specific
- 2.4.7. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.4.8. Vinyl rear seats
- 2.4.9. Dome lamp (red/white in cargo area)
- 2.4.10. Radio noise suppression bonding
- 2.4.11. Spot lamp (driver side, incandescent)
- 2.4.12. Pre-wiring for grille lamp, siren, and speaker
- 2.4.13. L.H. and R.H power heated power adjusting outside rearview mirrors
- 2.4.14. Heated mirrors
- 2.4.15. 5" center caps in lieu of full wheel covers
- 2.4.16. Rear view camera (image displayed in rear view mirror)
- 2.4.17. Re-mappable (4) switches on steering wheel (with SYNC)
- 2.4.18. Hidden door lock plunger with rear door handles inoperable.
- 2.4.19. Windows (rear window power delete, operable from front driver side)
- 2.4.20. Keyed alike (fleet) with at least 2 keys/FOBS per vehicle provided. The key code will be provided at time of order.
- 2.4.21. Reverse sensing

K8A
 ✓
 43D
 86P
 86T
 ✓
 9W
 17T
 60R
 51Y
 60A
 ✓
 549
 ✓
 87R
 615/53M
 52P
 18W
 597/595
 76R

- 153 2.4.22. Front license plate bracket
- 47A 2.4.23. Police Engine Idle feature
- 595 2.4.24. Remote Keyless Entry System (available with fleet keyed alike)
- 53M 2.4.25. SYNC Basic (includes Reverse Sensing)
- 76R 2.4.26. Reverse Sensing (included with SYNC Basic)
- 18D 2.4.27. Global Lock / Unlock feature
- 16D 2.4.28. Delete "Interceptor" badge from rear liftgate
- ┘ 2.4.29. Color: Specified at time of order
- ┘ 2.4.30. Keyed Alike Code: Specified at time of order

Configuration #2: Investigations - 2017 Ford Interceptor Sedan

- P2L 2.4.31. Sedan – Front wheel drive (3.5L V6 engine)
- ┘ 2.4.32. **Standard 2017 model year features, plus the following:**
- 13C 2.4.33. Dark car feature (courtesy lamps disabled when any door is opened).
- 13P 2.4.34. Front headlamp housing – Police Interceptor specific
- 90T 2.4.35. Rear tail light housing – Police Interceptor specific
- ┘ 2.4.36. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- RW 2.4.37. Vinyl rear seat
- 20P 2.4.38. Radio noise suppression bonding
- ┘ 2.4.39. Delete spotlight
- 51G 2.4.40. Pre-wiring for grille lamp, siren, and speaker
- 549 2.4.41. Heated mirrors
- 65L 2.4.42. 18" full face wheel covers
- 19D 2.4.43. Delete "Interceptor" badge from trunklid
- 77B 2.4.44. Rear view camera (image displayed in rear view mirror)
- 53M/76R 2.4.45. SYNC Basic (includes Reverse Sensing)
- 43?/60P 2.4.46. Keyed alike (fleet) with at least 2 keys/FOBS per vehicle provided. The key code will be provided at time of order.
- 76R 2.4.47. Reverse Sensing (included with SYNC Basic)
- 153 2.4.48. Front license plate bracket
- 18S 2.4.49. Police engine idle feature
- 60P 2.4.50. Remote keyless – entry key fob (ordered with keyed alike option)
- ┘ 2.4.51. Color: Specified at time of order
- 43? 2.4.52. Keyed Alike Code: Specified at time of order

Configuration #3: Corrections - 2017 Ford Interceptor Utility

- K8A 2.4.53. Utility – All Wheel Drive (3.7L V6)
- ┘ 2.4.54. **Standard 2017 model year features, plus the following:**
- ┘ 2.4.55. Standard Front headlamp housing (non-police)
- ┘ 2.4.56. Standard Rear tail light housing (non-police)
- ┘ 2.4.57. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 9W 2.4.58. Vinyl rear seats
- 17T 2.4.59. Dome lamp (red/white in cargo area)
- 60R 2.4.60. Radio noise suppression bonding
- ┘ 2.4.61. Delete dark car feature
- ┘ 2.4.62. Delete spot lamp (driver side, incandescent)
- ┘ 2.4.63. Delete pre-wiring for grille lamp, siren, and speaker
- 16D 2.4.64. Delete "Interceptor" badge from rear liftgate
- ┘ 2.4.65. L.H. and R.H. power heated, power adjusting outside rearview mirrors
- 549 2.4.66. Heated mirrors
- 65L 2.4.67. 18" full face wheel covers
- 87R 2.4.68. Rear view camera (image displayed in rear view mirror)
- 52P 2.4.69. Hidden door lock plunger with rear door handles inoperable

- 18W 2.4.70. Windows (rear window power delete, operable from front driver side)
- 597/595 2.4.71. Keyed alike (fleet) with at least 2 keys/FOBs per vehicle provided. The key code will be provided at time of order.
- 76R 2.4.72. Reverse sensing
- 153 2.4.73. Front license plate bracket
- 595 2.4.74. Remote Keyless Entry System (available with fleet keyed alike)
- 53M 2.4.75. SYNC Basic (includes Reverse Sensing)
- 76R 2.4.76. Reverse Sensing (included with SYNC Basic)
- 17A 2.4.77. Auxiliary air conditioning (rear a/c)
- 18D 2.4.78. Global Lock / Unlock feature
- 47A 2.4.79. Police engine idle feature
- YE 2.4.80. Color: Oxford White
- 1 2.4.81. Keyed Alike Code: Specified at time of order

2.5. **DEVIATIONS**

- 2.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.
- 2.6. **Designee** – Boone County Sheriff Department
 - 2.6.1. **Contact** – Melinda Bobbitt, CPPO, Director of Purchasing, Boone County Purchasing Department, Boone County Annex Building, 613 E. Ash, Room 110, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile: (573) 886-4390 or email: mbobbitt@boonecountymmo.org
- 2.7. **Delivery:** Units shall be delivered with Bill of Sale and Title of Ownership.
 - 2.7.1. **Delivery Terms and Address / Invoice Address:** FOB Destination - Boone County Sheriff Department, 2121 County Dr, Columbia, MO 65202
 - 2.7.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201
- 2.8. **ADDITIONAL TERMS AND CONDITIONS:**
 - 2.8.1 Equipment shall be properly serviced, including grease and oil to the proper levels.
 - 2.8.2 Vendor should include product literature for each proposed piece of equipment.
 - 2.8.3 Bid evaluation will be based on quality, reliability, delivery time after receipt of order, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.



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

Request for Bid (RFB)

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391 – Fax: (573) 886-4390
Email: mbobbitt@boonecountymo.org

Bid Data

Bid Number: **04-10JAN17**
Commodity Title: **Pursuit Vehicles for the Boone County Sheriff Department**

DIRECT BID FORMAT OR SUBMISSION QUESTIONS TO THE PURCHASING DEPARTMENT

Bid Submission Address and Deadline

Day / Date: **Tuesday, January 10, 2017**
Time: **2:30 P.M.** Central Time. (Bids received after this time will be returned unopened)
Location / Mail Address: Boone County Purchasing Department
Boone County Annex
613 E. Ash Street, Room 110
Columbia, MO 65201

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

Bid Opening

Day / Date: **Tuesday, January 10, 2017**
Time: **Shortly After 2:30 P.M.** Central Time. (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 Conditions of Bidding**
- 2.0: **Primary Specifications**
- 3.0: **Response Presentation and Review**
- 4.0: **Response Form**
Debarment Form
Standard Terms and Conditions
No Bid Response Form

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites 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 per 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. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions, and specifications of this Bid.
 - 1.3.2. **Bid Amendment** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Amendment to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to no award and purchase off an intergovernmental cooperative contract if that option is deemed to be in the best interest of the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.

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

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED – 2017 or newer pursuit vehicles in three configurations as detailed within for the Boone County Sheriff Department. The County anticipates that up to 14 pursuit vehicles may be ordered from this contract during the 2017 model year. The County will state the quantity, vehicle color, and keyed-alike code(s) at the time of order.**
 - 2.1.1. **Quantities:** Quantities are estimated. Boone County does not guarantee minimum order quantities. The County reserves the right to increase or decrease quantities as requirements dictate.
 - 2.2. **CONTRACT PERIOD** – Any Term and Supply Contract resulting from this Bid will have an initial term from the **date of award through the end of the 2017 model year**. Orders may be placed throughout the model 2017 year for a 2017 or newer pursuit vehicle and orders will be placed with County issued Purchase Orders. Multiple orders will be placed from this contract.
 - 2.2.1. **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.
 - 2.3. **GENERAL REQUIREMENTS**
 - 2.3.1. Unit(s) shall be designed and constructed for performance, durability, dependability, and safety.
 - 2.3.2. Equipment shall be bid as a complete package and prepared for use with turnkey operation prior to delivery. Equipment shall be new, current year manufacture of latest design and production that conforms in strength, quality of material and workmanship equal to equipment that is usually provided to the trade in general.
 - 2.3.3. The unit(s) shall include all inspection coupons, certifications, or warranty identification cards furnished in accordance with standard warranty policies.
 - 2.3.4. **No substitutions allowed. The Sheriff Department has standardized with Ford Interceptor vehicles.**
 - 2.4. **MINIMUM SPECIFICATIONS**
 - 2.4.1. **Configuration #1: Enforcement - 2017 Ford Interceptor Utility**
 - 2.4.2. **Utility – All Wheel Drive (3.7L V6)**
 - 2.4.3. **Standard 2017 (or newer) model year features, plus the following:**
 - 2.4.4. Dark car feature (courtesy lamp disabled when any door is opened).
 - 2.4.5. Front headlamp housing– Police Interceptor specific
 - 2.4.6. Rear tail light housing – Police Interceptor specific
 - 2.4.7. Vinyl flooring (1st and 2nd rows) – no carpet flooring
 - 2.4.8. Vinyl rear seats
 - 2.4.9. Dome lamp (red/white in cargo area)
 - 2.4.10. Radio noise suppression bonding
 - 2.4.11. Spot lamp (driver side, incandescent)
 - 2.4.12. Pre-wiring for grille lamp, siren, and speaker
 - 2.4.13. L.H. and R.H power heated power adjusting outside rearview mirrors
 - 2.4.14. Heated mirrors
 - 2.4.15. 5” center caps in lieu of full wheel covers
 - 2.4.16. Rear view camera (image displayed in rear view mirror)
 - 2.4.17. Re-mappable (4) switches on steering wheel (with SYNC)
 - 2.4.18. Hidden door lock plunger with rear door handles inoperable.
 - 2.4.19. Windows (rear window power delete, operable from front driver side)
 - 2.4.20. Keyed alike (fleet) with at least 2 keys/FOBS per vehicle provided. The key code will be provided at time of order.
 - 2.4.21. Reverse sensing

- 2.4.22. Front license plate bracket
- 2.4.23. Police Engine Idle feature
- 2.4.24. Remote Keyless Entry System (available with fleet keyed alike)
- 2.4.25. SYNC Basic (includes Reverse Sensing)
- 2.4.26. Reverse Sensing (included with SYNC Basic)
- 2.4.27. Global Lock / Unlock feature
- 2.4.28. Delete "Interceptor" badge from rear liftgate
- 2.4.29. Color: Specified at time of order
- 2.4.30. Keyed Alike Code: Specified at time of order

Configuration #2: Investigations - 2017 Ford Interceptor Sedan

- 2.4.31. **Sedan – Front wheel drive (3.5L V6 engine)**
- 2.4.32. **Standard 2017 model year features, plus the following:**
- 2.4.33. Dark car feature (courtesy lamps disabled when any door is opened).
- 2.4.34. Front headlamp housing – Police Interceptor specific
- 2.4.35. Rear tail light housing – Police Interceptor specific
- 2.4.36. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.4.37. Vinyl rear seat
- 2.4.38. Radio noise suppression bonding
- 2.4.39. Delete spotlight
- 2.4.40. Pre-wiring for grille lamp, siren, and speaker
- 2.4.41. Heated mirrors
- 2.4.42. 18" full face wheel covers
- 2.4.43. Delete "Interceptor" badge from trunklid
- 2.4.44. Rear view camera (image displayed in rear view mirror)
- 2.4.45. SYNC Basic (includes Reverse Sensing)
- 2.4.46. Keyed alike (fleet) with at least 2 keys/FOBS per vehicle provided. The key code will be provided at time of order.
- 2.4.47. Reverse Sensing (included with SYNC Basic)
- 2.4.48. Front license plate bracket
- 2.4.49. Police engine idle feature
- 2.4.50. Remote keyless – entry key fob (ordered with keyed alike option)
- 2.4.51. Color: Specified at time of order
- 2.4.52. Keyed Alike Code: Specified at time of order

Configuration #3: Corrections - 2017 Ford Interceptor Utility

- 2.4.53. **Utility – All Wheel Drive (3.7L V6)**
- 2.4.54. **Standard 2017 model year features, plus the following:**
- 2.4.55. Standard Front headlamp housing (non-police)
- 2.4.56. Standard Rear tail light housing (non-police)
- 2.4.57. Vinyl flooring (1st and 2nd rows) – no carpet flooring
- 2.4.58. Vinyl rear seats
- 2.4.59. Dome lamp (red/white in cargo area)
- 2.4.60. Radio noise suppression bonding
- 2.4.61. Delete dark car feature
- 2.4.62. Delete spot lamp (driver side, incandescent)
- 2.4.63. Delete pre-wiring for grille lamp, siren, and speaker
- 2.4.64. Delete "Interceptor" badge from rear liftgate
- 2.4.65. L.H. and R.H. power heated, power adjusting outside rearview mirrors
- 2.4.66. Heated mirrors
- 2.4.67. 18" full face wheel covers
- 2.4.68. Rear view camera (image displayed in rear view mirror)
- 2.4.69. Hidden door lock plunger with rear door handles inoperable

- 2.4.70. Windows (rear window power delete, operable from front driver side)
- 2.4.71. Keyed alike (fleet) with at least 2 keys/FOBs per vehicle provided. The key code will be provided at time of order.
- 2.4.72. Reverse sensing
- 2.4.73. Front license plate bracket
- 2.4.74. Remote Keyless Entry System (available with fleet keyed alike)
- 2.4.75. SYNC Basic (includes Reverse Sensing)
- 2.4.76. Reverse Sensing (included with SYNC Basic)
- 2.4.77. Auxiliary air conditioning (rear a/c)
- 2.4.78. Global Lock / Unlock feature
- 2.4.79. Police engine idle feature
- 2.4.80. Color: Oxford White
- 2.4.81. Keyed Alike Code: Specified at time of order

2.5. **DEVIATIONS**

- 2.5.1. It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. Because of the complexity and number of required specifications, the bidder must compare their product bid with the required listed minimum specifications and identify any deviations. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award. Bidders should note that a descriptive brochure of the model bid may not be acceptable as proper identification of deviations from the written specifications.

2.6. **Designee** – Boone County Sheriff Department

- 2.6.1. **Contact** – Melinda Bobbitt, CPPPO, Director of Purchasing, Boone County Purchasing Department, Boone County Annex Building, 613 E. Ash, Room 110, Columbia, MO 65201. Telephone: (573) 886-4391; Facsimile: (573) 886-4390 or email: mbobbitt@boonecountymmo.org

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

- 2.7.1. **Delivery Terms and Address / Invoice Address:** FOB Destination - Boone County Sheriff Department, 2121 County Dr, Columbia, MO 65202
- 2.7.2. **Title Address:** Boone County Sheriff, 613 E. Ash Street, Room 110, Columbia, MO 65201

2.8. **ADDITIONAL TERMS AND CONDITIONS:**

- 2.8.1. Equipment shall be properly serviced, including grease and oil to the proper levels.
- 2.8.2. Vendor should include product literature for each proposed piece of equipment.
- 2.8.3. Bid evaluation will be based on quality, reliability, delivery time after receipt of order, and cost. Quality and reliability may be determined by using information contained in product reviews from established publications.

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 are posted and may be viewed on our web page www.showmeboone.com. (Purchasing/Bid Awards)
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all 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.

4. Response Form

4.1. Company Name: _____

4.2. Address: _____

4.3. City/Zip: _____

4.4. Phone Number: _____

4.5. E-mail Address: _____

4.6. Fax Number: _____

4.7. Federal Tax ID: _____

4.7.1. () Corporation

() Partnership - Name _____

() Individual/Proprietorship - Individual Name _____

() Other (Specify) _____

Note: The County intends to purchase up to 14 total vehicles that best meet the County's needs.

4.8. PRICING

Qty

Unit Price

4.8.1.	Configuration 1: Enforcement Ford Interceptor Utility All Wheel Drive (3.7L V6) Standard 2017 or newer	1	\$
4.8.2.	Configuration 2: Investigations Ford Interceptor Sedan Front Wheel Drive (3.5L V6) Standard 2017 or newer	1	\$
4.8.3.	Configuration 3: Corrections Ford Interceptor Utility All Wheel Drive (3.6L V6) Standard 2017 or newer	1	\$
4.8.4.	Preparation Cost per vehicle	1	\$
4.8.5.	Delivery Cost to Boone County Sheriff Department per vehicle	1	\$

4.9. Describe warranty (or attach) features of all items, terms for fleet use and/or any special conditions that may apply:

4.10. 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

4.11. Delivery Working Days After Receipt of Order: _____

4.12. Please state the date how long pricing is firm. County may wish to place order later in the year for insurance replacements. Pricing is firm through _____ date.

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

Authorized Representative (Sign By Hand):

4.13.1. _____ Date: _____

Print Name and Title of Authorized Representative

4.13.2. _____

(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



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

Standard Terms and Conditions

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391; Fax: (573) 886-4390

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

purchased until same is delivered to the County and is accepted by the County.

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



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

“No Bid” Response Form

Melinda Bobbitt, CPPO, Director of Purchasing
(573) 886-4391; Fax: (573) 886-4390

“NO BID RESPONSE FORM”

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

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

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

Bid: 04-10JAN17 – Pursuit Vehicles for the Boone County Sheriff Department

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Bidding:

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of

February

20

17

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

Now on this day the County Commission of the County of Boone does hereby award bid 02-12JAN17 -- O'Rear Road & Tucker School Road Bridge Deck Repairs to Capital Paving and Construction, LLC of Jefferson City, 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 16th day of February, 2017

ATTEST:

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

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry
District I Commissioner

Janet M. Thompson
District II Commissioner

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 **Capital Paving and 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 02-12JAN17-O'Rear Road & Tucker School Road Bridge Deck Repairs

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

<u>Description</u>	<u>Price</u>
O'Rear Road & Tucker School Road Bridge Deck Repairs	\$168,228.00
TOTAL	\$168,228.00

The contract award for Boone County's **O'Rear Road & Tucker School Road Bridge Deck Repairs** is to **be in the amount of \$168,228.00.**

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,
- Labor & Material Payment Bond
- Affidavit - OSHA Requirements
- Affidavit - Prevailing Wage
- Contractor's Affidavit Regarding Settlement of Claims
- General Specifications
- Technical Specifications

Technical Specifications
Special Provisions / Project Notes
State Wage Rates-Annual Wage Order #23
Boone County Standard Terms and Conditions
Project Plans and/or Details
Notice to Proceed
Boone County Roadway Regulations Chapter II
MODOT Standard Specifications for Highway Construction Current Edition
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.

The Owner agrees to pay the Contractor in the amount: **\$168,228.00.**

One Hundred Sixty-Eight Thousand, Two Hundred Twenty-Eight Dollars and No Cents (\$168,228.00).

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 2/1/17
at Columbia, Missouri. (Date)

CONTRACTOR:
Capital Paving and Construction, LLC

By: Trey Hughes
Authorized Representative Signature

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

By: Trey Hughes
Authorized Representative Printed Name
Title: Project Manager

Approved as to Legal Form:

ATTEST:

[Signature]
Boone County Counselor

[Signature]
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.)

Jane Pitchford by jg 2041 / 71202 - \$168,228.00
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.

BID FORM

O'Rear Rd. & Tucker School Rd. Bridge Deck Repairs 02-12JAN17

Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Deck Rehabilitation – Part B				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$ 30,000.00	\$ 30,000.00
Traffic Control	LS	1	\$ 3,000.00	\$ 3,000.00
Surface Milling	SY	359	\$ 15.00	\$ 5,385.00
Hydro-Demolition, Full Surface w/ Vacuum System	SY	359	\$ 115.00	\$ 41,285.00
Full Depth Deck Repair	SF	40	\$ 40.00	\$ 1,600.00
Latex Modified Concrete	CY	25.3	\$ 1,100	\$ 27,830.00
Latex Modified Concrete Wearing Surface Installation	SY	364.8	\$ 110.00	\$ 40,128.00
Asphalt Approach (6" Thick BP-1 or BP-2)	SY	200	\$ 95.00	\$ 19,000.00
Total (B)				\$ 168,228.00

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: Capital Paving & Construction LLC

ADDRESS: PO Box 104960

CITY, STATE, ZIP: Jefferson City, Mo 65110

PHONE NUMBER: 573-635-6229

EMAIL ADDRESS: Mhuff@capitalmaterials.com

AUTHORIZED REPRESENTATIVE: Mike Huff

TITLE: Corp Secretary

SIGNATURE: 

Prompt Payment Terms: NET 30

Will you accept automated clearinghouse (ACH) for payment of invoices? yes

List all Sub-Contractors planned to be utilized on this project.

Hydro Tech

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: O'Rear Rd & Tucker School Rd - Bridge Deck Repairs

Project No.: 02-12JAN17

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.

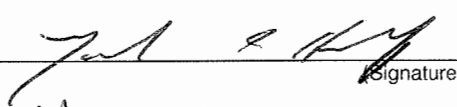
SECTION V

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: Capital Paving & Construction LLC

By: 
(Signature)

Mike Huff
(Print or Type Name)

Title: Corp. Secretary

Address: PO Box 104960

City, State, Zip: Jefferson City, Mo 65110

Phone: 573-635-6229

Fax: 573-636-7538

Email Address: Mhuff@capitalmaterials.mo.com

Date: 1-12-17

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

**ARTICLE I
PURPOSE AND AUTHORITY**

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

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

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

**ARTICLE II
RESPONSIBILITIES**

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 964763

Approved by:

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

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

County of Cole)
State of Missouri) ss)

My name is Mike Huff

I am an authorized agent of Capital Paving & Construction LLC (Bidder).

This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

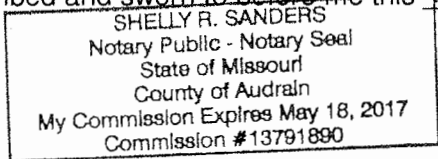
Documentation of participation in a federal work authorization program is attached to this affidavit.

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

[Signature] 1-12-17
Affiant Date

Mike Huff
Printed Name

Subscribed and sworn to before me this 12 day of January, 2017.



[Signature]
Notary Public

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: Capital Paving & Construction LLC
2. Business Address: PO Box 104960
Jefferson City, Mo 65110
3. When Organized: May - 2017
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:
Less than 1 year
7. If you have done business under a different name, please give name and location:
APAC Missouri, Inc.
8. Percent of work done by own staff: 65%
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: NIA
10. Have you ever defaulted on a contract? NO
11. List of contracts completed within the last four years, including value of each: _____
Rte 70 Cooper Boone County Late 2015
12. List of projects currently in progress: _____
Rte H Dade

* Attach additional sheets as necessary *

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF Cole

Mike Huff, being first duly sworn, deposes and

says that he is Corp. Secretary
(Title of Person Signing)

of Capital Paving & 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 [Signature]

By _____

By _____

Sworn to before me this 12 day of January, 2017

Notary Public

My Commission Expires 5-18-17

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:

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

Capital Paving & Construction LLC
(If a corporation - show its name above)

PO Box 104960, Jefferson City Mo 65110
Address of principal place of
business in Missouri

ATTEST:

Shelly R Sanders
(Signature)

Dated 1-12, 2017.

Shelly R Sanders
(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 Cole

On this 12 day of January, 20 17

before me appeared Mike Huff 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 Corp. Secretary
President or other agent

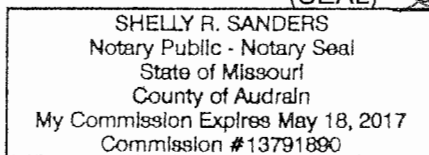
of Capital Paving & Construction LLC; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at Jefferson City, Mo the day and year first above written.

(SEAL)

Shelly R Sanders

Notary Public



My Commission expires 5-18, 20 17.



5119B1S1003



OREAR RD. AND TUCKER SCHOOL RD. BRIDGE DECK REPAIRS

SPRINGFIELD, TN

Bid Number: 02-12 JAN 17

CONSTRUCTION AND REPAIRS

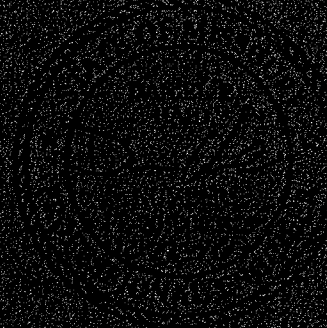
Work to be performed on
OREAR RD. AND TUCKER SCHOOL RD.
BRIDGE DECK REPAIRS

STATE OF TENNESSEE

ENGINEERING DIVISION

Department of Transportation
Office of Construction Services
1000 North 5th Avenue, Nashville, TN 37203

STATE OF TENNESSEE



Department of Transportation
Office of Construction Services
1000 North 5th Avenue, Nashville, TN 37203

CONTRACT MANAGER

Department of Transportation
Office of Construction Services
1000 North 5th Avenue, Nashville, TN 37203

FOR MORE INFORMATION

PLEASE CONTACT THE
CONTRACT MANAGER
AT THE ADDRESS ABOVE
OR BY PHONE AT (615) 763-1000
EXT. 3000. FAX AT (615) 763-1001.
QUESTIONS SHOULD BE
DIRECTED TO THE CONTRACT
MANAGER.

TECHNICAL QUESTIONS SHOULD BE DIRECTED TO THE PROJECT MANAGER

INDEX - CONTRACT DOCUMENTS

Notice To Bidders.....	1.1-1.3
Bid Form.....	2.1-2.2
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.10
State Wage Rates.....	APPENDIX A
Boone County Standard Terms and Conditions.....	APPENDIX B
Project Plans and/or Details.....	APPENDIX C

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

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NOTICE TO BIDDERS

Boone County, Missouri is accepting sealed bids for the following Project.

Project Name:

O'REAR RD. AND TUCKER SCHOOL RD. BRIDGE DECK REPAIRS

Project Number:

N/A

Bid Number:

02-12JAN17

Scope of Project Construction:

Work will consist of total surface hydro-demolition for bridge decks and patching with high-strength, non-shrink, non-metallic, latex modified concrete, and associated work.

Pre-Bid Conference:

An optional pre-bid conference has been scheduled for January 4, 2017 at 10:00 a.m. in the Boone County Resource Management office, Boone County Government Center 801 E. Walnut, Conference Room 301, Columbia, Missouri 65201. The purpose of the meeting will be to address any questions or concerns regarding the bid. All bidders are strongly urged to attend.

Bid Questions Deadline:

All questions pertaining to the project must be received by 3:00 p.m. on January 9, 2017. Technical questions should be directed to the Project Manager.

Bids Accepted Until:

Sealed bids will be accepted until 1:15 p.m. on January 12, 2017 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 January 12, 2017 in the Boone County Commission Chambers, Boone County Government Center, 801 East Walnut, Columbia, Missouri 65201.

Contract Time and Liquidated Damages:

The contractor will be allowed to establish the construction start date at his discretion, with the stipulation that the project will be completed by July 1, 2017. The contract time for this project is 20 working days. All working days past July 1 or over the 20 working days of the contract, will incur liquidated damages at the rate of \$1,000.00 per working day.

Anticipated Notice To Proceed Date:

The contractor shall coordinate with the County to set up a date for the Pre-Construction meeting. The meeting shall be held a minimum of 10 business days prior to the anticipated start date of construction. Notice to Proceed will be issued following the Pre-Construction Meeting.

Seeding and Erosion Control Performance Bond Amount:

N/A

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 \$20 payable to American Document Solutions in the form of a check or money order. A planholder's list is available for viewing at <http://planroom.adsmo.net>.

Award will be made to the Bidder(s) whose offer(s) provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by the County to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County needs as interpreted by the County. The County also reserves the right to reject any and all bids or waive informalities or irregularities.

Not less than the prevailing hourly rate of wages, as found by the Department of Labor and Industrial Relations of Missouri, shall be paid to all workers performing work under this Contract. The Contractor's bond shall include such provisions as will guarantee the faithful performance of the prevailing hourly wage rate as provided by the Contract.

Boone County notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The Bidder will ensure that Disadvantage Business Enterprises will have the opportunity to participate in the performance of this contract or any subcontracts.

Proposals must be on forms provided and all unit price bids, extensions, and totals provided thereon shall be completed fully.

REFERENCE DOCUMENT DEFINITIONS

Wherever the following terms are used in the Plans, Specifications, or other Contract Documents, the intent and meaning shall be interpreted as follows:

Boone County Roadway Regulations Chapter II:

The Boone County, Missouri, Roadway Regulations, Chapter II, Road, Bridge, & Right of Way Regulations, Dated February 24, 2009 or Current Edition.

MoDOT Standard Specifications:

The Missouri Standard Specifications for Highway Construction, Dated 2011 or Current Edition.

MUTCD:

The Manual on Uniform Traffic Control Devices for Streets and Highways, 2009 or Current Edition.

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BID FORM

O'Rear Rd. & Tucker School Rd. Bridge Deck Repairs 02-12JAN17

Gillespie Bridge Rd. & Calvert Hill Rd. Bridge Deck Rehabilitation - Part B				
Description	Unit	Qty.	Unit Price	Total
Mobilization	LS	1	\$	\$
Traffic Control	LS	1	\$	\$
Surface Milling	SY	359	\$	\$
Hydro-Demolition, Full Surface w/ Vacuum System	SY	359	\$	\$
Full Depth Deck Repair	SF	40	\$	\$
Latex Modified Concrete	CY	25.3	\$	\$
Latex Modified Concrete Wearing Surface Installation	SY	384.8	\$	\$
Asphalt Approach (6" Thick BP-1 or BP-2)	SY	200	\$	\$
Total (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: _____

EMAIL ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

SIGNATURE: _____

Prompt Payment Terms: _____

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

List all Sub-Contractors planned to be utilized on this project.

INSTRUCTIONS TO BIDDERS

The purpose of the attached specifications is to give detailed information on the conditions under which the Project will be constructed, Scope of Contract, quality of material and equipment required, standards used in determining its acceptability, and similar data. Each Bidder shall carefully check all requirements herein set forth and shall offer material and construction which fully complies with these requirements.

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and attached to the proposal submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

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

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

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

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

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Upon award of the Contract, the successful Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each in an amount equal to the full Contract price, guaranteeing faithful compliance with all requirements of the Contract Documents and complete fulfillment of the Contract, and payment of all labor, material, and other bills made in carrying out this Contract.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds.

Owner will deliver to Contractor a Notice to Proceed on or about the date specified in the Notice to Bidders. Contract Time shall commence upon delivery of Notice to Proceed. **Contract Time shall not exceed the time or fixed completion date specified in the Notice to Bidders for the work to be done on the Project.**

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the plans, specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof by the bid questions deadline specified in the Notice to Bidders. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

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

The 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: _____

Email Address: _____

Date: _____

(Please complete and return with Contract)

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name and Title of Authorized Representative

Signature

Date

COUNTY OF BOONE-MISSOURI
INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

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

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

An Affirmative Action/Equal Opportunity Institution

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

County of _____)

State of _____)
)ss .

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 County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided. Documentation of participation in a federal work authorization program is attached to this affidavit.

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

 Affiant Date

 Printed Name

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

 Notary Public

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

An Affirmative Action/Equal Opportunity Institution

CERTIFICATION OF INDIVIDUAL BIDDER

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

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT

(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

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

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

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

Notary Public

My Commission Expires:

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STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. Name of Bidder: _____
2. Business Address: _____

3. When Organized: _____
4. When Incorporated: _____
5. If not incorporated, state type of business and provide your federal tax identification number:

6. Number of years engaged in contracting business under present firm name:

7. If you have done business under a different name, please give name and location:

8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why?: _____
10. Have you ever defaulted on a contract? _____
11. List of contracts completed within the last four years, including value of each: _____

12. List of projects currently in progress: _____

* Attach additional sheets as necessary *

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ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

COUNTY OF _____

_____, being first duly sworn, deposes and

says that he is _____
(Title of Person Signing)

of _____
(Name of Bidder)

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

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

By _____

By _____

By _____

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

Notary Public

My Commission Expires _____

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SIGNATURE AND IDENTITY OF BIDDER

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

sole individual partnership LLC
 corporation, incorporated under laws of the state of _____
 other: _____

Name of individual, all partners,
or joint venturers:

Address of each:

doing business under the name of:

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

Address of principal place of
business in Missouri

(If a corporation - show its name above)

Address of principal place of
business in Missouri

ATTEST:

(Signature)

Dated _____, 20____.

(Print Name and Title)

NOTE:

If the Bidder is doing business under a FICTITIOUS NAME, the Proposal shall be executed in the legal name of the individual, partners, LLC, or corporation, with the legal address shown, and the REGISTRATION OF FICTITIOUS NAME filed with the Secretary of State, as required by RSMo Secs. 417.200 - 417.230 shall be attached.

If the Bidder is a CORPORATION NOT ORGANIZED UNDER THE LAWS OF MISSOURI, it shall procure a CERTIFICATE OF AUTHORITY TO DO BUSINESS IN MISSOURI, as required by RSMo Secs. 351.572 et seq.

A CERTIFIED COPY of such Registration of Fictitious Name or Certificate of Authority to do Business in Missouri shall be filed with the Engineer.

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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 he 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 _____.

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INSURANCE REQUIREMENTS

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

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

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

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

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

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)

Secretary

Title: _____

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 accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

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

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

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

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

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

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

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

Surety Contact Name: _____ Phone Number: _____
Address: _____

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AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

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

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

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

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

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

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

My commission expires _____, 20_____.

Notary Public

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

County Bid Number _____

Vendor Job Number _____

Job Location _____

_____, 20_____

To the Boone County _____ Department
Columbia, Missouri

To Whom It May Concern:

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

Contractor

By

(Signature)

(Title)

State of _____

County of _____ ss.

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

Notary Public

(SEAL)

My Commission expires _____, 20_____

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GENERAL SPECIFICATIONS

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

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

SECTION 1. - DEFINITIONS

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

A. Owner: Shall mean the County of Boone as contracting agency acting by and through any of its authorized representatives.

B. Commission: Shall mean the Boone County Commission.

C. Engineer: Shall mean the Director of the Boone County Resource Management Department acting by and through any of his authorized representatives.

SECTION 2. - PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

2.2 Proposal Guaranty. Each proposal shall be accompanied by a proposal guaranty. The character and the amount of the proposal guaranty to be furnished by Bidders shall be stated in the proposal for each project. The proposal guaranty shall be executed by some surety company authorized to do business in the State of Missouri, as a guarantee on the part of the Bidder that if his bid be accepted, he will within ten days after receipt of notice of such acceptance, enter into a contract and furnish a contract bond to do the work advertised; and, in case of default, forfeit such proposal guaranty.

2.3 Delivery of Proposals. Each proposal shall be submitted in a sealed envelope marked clearly to indicate its contents. All proposals shall be filed prior to the time and at the location specified in the Notice To Bidders. Proposals received after the time for opening of bids will be returned to the bidder unopened.

SECTION 3 - AWARD AND EXECUTION OF CONTRACT

3.1. Award of Contract. The Contract shall be awarded by the Boone County Commission and confirmed by a Commission Order to the lowest responsible Bidder within a reasonable length of time after opening of bids. The responsibility of the Bidder shall be determined by the Boone County Commission who will base its decision on, among other things, bidder's qualifications, previous work, and financial standing. The successful Bidder will be notified in writing, mailed to the address shown on the proposal, that his bid has been accepted and that he has been awarded the contract.

SECTION 4 - SCOPE OF WORK – This section has been left blank.

SECTION 5 - CONTROL OF WORK

5.1. Cooperation by Contractor. The Contractor will be supplied with four sets of approved plans and contract assemblies including special provisions. One set of approved plans and contract documents including special provisions shall be kept available on the job at all times.

5.2. Authority and Inspection. The Engineer has direct charge of the engineering details of each construction project. The Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

5.3. Claims for Adjustment. If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expenses, notify in writing the Engineer of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such a way as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the County.

5.4. The Engineer will set initial field control consisting of bench marks and control monuments. The Contractor shall be responsible for the preservation of all bench marks and control monuments, and if any of these bench marks or control monuments are carelessly or willfully destroyed or disturbed, the cost of replacing them may be charged to the Contractor. These bench marks and control monuments will constitute the initial field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the bench marks shown. The Contractor shall employ competent personnel for making position, gradient, and alignment determinations and measurements.

SECTION 6 - CONTROL OF MATERIAL

6.1. Inspection and Certification. Unless otherwise specified, all materials shall be subject to visual inspection and job control test, as determined by the Engineer, and shall be certified by the Supplier that the material supplied conforms to the requirements of these specifications. All certifications shall make reference to the specific project and shall contain the Supplier's name and address.

6.2. Samples, Tests, and Cited Specifications. The Contractor shall submit certifications and substantiating test reports, furnished by the Supplier or Fabricator, certifying that material and manufacturing procedures conform to the specifications. All sampling and testing required by the specifications shall be performed by the Supplier in accordance with these specifications, and the results shall be signed, sealed and stamped according to laws related to professional engineers. There shall be no direct charge to the Owner for materials taken as samples, either for field tests or for laboratory tests. If a specification of a recognized national standard agency (ASTM, AASHTO, AWWA, AWS, etc.) is designated the material may, unless otherwise specified, meet either the designated specification or the latest revision thereof in effect at the time of letting of the contract.

SECTION 7 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

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

SECTION 8 - PROSECUTION AND PROGRESS

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

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

SECTION 9 - MEASUREMENT AND PAYMENT

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

9.2. No payments will be made on account of materials not yet incorporated into the work.

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

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

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

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

9.6. Borrow quantities will not be measured. If additional fill material is required for the construction of embankment or for other proportions of the work, it shall be located, furnished, and hauled by the Contractor as necessary, and will be considered incidental to the portion of work. The Contractor shall be responsible for obtaining all necessary permits. No direct payment for locating, furnishing, hauling additional fill material or obtaining permits will be made.

9.7. Measured quantities of excavation will be used where the ground elevations show on the plans are found to be erroneous. No revision of contract quantities will be made if the actual ground elevations are considered to agree generally with the ground line shown on the plans. Where the Engineer authorizes a change in grade, slope, or typical section affecting the volume of excavation allowed for payment, the revised volume will be determined by the average end area method on the basis of the revised grade, slope, or typical section. Where unauthorized deviations result in a decrease in the contract quantities, the deviations will be measured and deducted from the contract quantity.

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. 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 ¼ to ½ inches deep.
- D. Harrow, rake, or drag a chain to lightly incorporate broadcast seed. Mulch all seeded areas.
- E. Maintenance: Check seeding within 4 to 6 weeks of planting to determine if stands are of adequate thickness. Fertilize, reseed, and mulch bare and sparse areas.

3.5 TYPE 1 AND TYPE 3 MULCH APPLICATIONS

- A. All mulch shall be distributed evenly over the areas to be mulched within 24 hours following seeding operations.
- B. Following mulching operations, precautions shall be taken to prohibit foot or vehicular traffic over the mulched areas.
- C. Type I Mulch shall be applied evenly at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- D. Type 3 Mulch overspray shall be hydraulically applied over the vegetative mulch as a separate operation at a rate determined by the Contractor to meet the performance requirements of **Paragraph 1.2** of this Specification Section.
- E. Overspray mulch shall be mixed with water in a manner to provide a homogeneous slurry. The slurry mix shall be agitated during application to keep the ingredients thoroughly mixed.
- F. Maintenance: Any mulch that is displaced shall be replaced after the damaged area has been restored.

END OF SECTION

SECTION 01600 – PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section includes product descriptions, product transportation and handling, and product storage and protection.

1.2 PRODUCT DESCRIPTION

- A. Products mean new material, machinery, components, equipment, fixtures, and system forming the work. It does not include machinery and equipment used for preparing, fabricating, conveying, and erecting of the work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract documents.

1.3 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with Manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect products in accordance with Manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01720 – CONSTRUCTION STAKING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the detailed construction staking required to construct all improvements shown on the Plans.

1.2 GENERAL

- A. Boone County will provide the horizontal and vertical survey control points shown on the Plans. The Contractor shall be responsible for maintaining all survey control points throughout the project. The Contractor shall reimburse Boone County to replace control stakes that are damaged or destroyed after construction has begun.
- B. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to provide construction staking necessary to assure that construction of the proposed improvements is occurring in the correct location.
- C. The Contractor shall be responsible for retaining the services of a Professional Land Surveyor, licensed to practice in the State of Missouri, to replace any property corner monuments, monuments associated with the United States Public Land System, or survey related monuments that are disturbed during construction. The Contractor shall notify Boone County in writing prior to removal or disturbance of any such corners or monuments.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of Construction Staking will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Construction Staking on the Bid Form.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01780 – PROJECT CLOSEOUT

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This section outlines the procedures for pre-final inspection, final inspection and final acceptance.

1.2 PRE-FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete in accordance with the Contract Documents and ready for its intended use, the Contractor shall notify the County in writing that the entire work is complete and request a Pre-Final Inspection from the County.
- B. Upon receipt of the written request, the County will schedule a Pre-Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any remaining punch list items will be discussed and agreed to by both parties.
- C. Following the Pre-Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete and ready for its intended use based on the reasons given in the response. The Contractor will then need to complete the specified items and request another Pre-Final Inspection.
- D. Contract Time will not be charged between the day after the date of the Pre-Final Inspection request and the date of the County's written response following the Pre-Final Inspection. Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for Final Inspection unless indicated otherwise in the County's response.

1.3 FINAL INSPECTION

- A. When the Contractor considers the entire work to be complete, including all punch list items identified in the Pre-Final Inspection, the Contractor shall make a written request to the County for a Final Inspection.
- B. Upon receipt of the written request, the County will schedule a Final Inspection to be held at the construction site with the County Inspector(s), County Project Manager and Contractor representatives present. The work will be inspected and any punch list items will be discussed and agreed to by both parties.
- C. Following the Final Inspection, the County will issue a written response to the Contractor indicating one of the following:
 - 1. The County agrees the entire work is complete.
 - 2. The County does not consider the entire work to be complete based on the reasons given in the response. The Contractor will then need to complete the specified final inspection punch list items and request another Final Inspection.

- D. Contract time will not be charged between the day after the date of the Final Inspection request and the date of the County's written response following the Final Inspection.
1. If the County agrees the entire work is complete, Contract Time will stop.
 2. If the County identifies final inspection punch list items, the Contract Time will resume on the day after the date of the County's written response and continue until the date of the Contractor's written request for another Final Inspection unless indicated otherwise in the County's response.

1.4 Application for Final Payment

- A. Once the County agrees the entire work is complete, the Contractor may make an application for final payment.
- B. The application for final payment shall follow all applicable final payment and final documentation procedures described in the Contract Conditions, Sections 9, 11 and 15 of the General Specifications, and any project specific items mentioned in the Special Provisions or at the Pre-Construction Meeting.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 02220 -- REMOVALS

PART 1 -- GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the removal and disposal of existing materials as shown by the construction plans.

1.2 GENERAL

- A. All roadway edges shall be graded to allow for positive drainage from roadway. No shoulder or in-slope shall be allowed to remain higher than roadway unless approved by BCPW.
- B. It is the intent that the removals be complete and adequate for the intended purpose. This work shall include the removal of all items, whether in view or hidden underneath the surface of the ground, regardless of whether shown on the Plans or encountered during construction.
- C. The Contractor shall comply with all local, state, and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.
- D. The Contractor shall erect barriers and shoring to protect personnel, structures, and utilities remaining intact. The Contractor shall protect on-site trees and plants noted on Plans and all off-site trees and plants from damage.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of removals will be made. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals on the Bid Form.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.1 PREPARATION

- A. Prior to work under this section, the Contractor shall inspect the entire site and verify with the County all objects designated to be removed or to be preserved.
- B. The Contractor shall locate existing utility lines and services traversing the site and determine the requirements for their protection. The Contractor shall preserve in operating condition all active utilities traversing the site.

3.2 CONSTRUCTION LIMITS

- A. The Contractor's operations shall be restricted to areas inside and near the right-of-way and or drainage easements or temporary construction easements as indicated on the Plans.
- B. Damage by the Contractor outside the construction easements shall be repaired at no additional expense to the County.

3.3 EXISTING SIGNAGE

The Contractor shall remove all traffic signs in conflict with the work and shall be responsible to replace said signage once work is complete, but prior to opening the road.

END OF SECTION

SECTION 02230 – SITE CLEARING AND GRUBBING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Contractor is responsible for the work necessary to clear the site of existing trees, debris, and vegetation as designated in the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No measurement of site clearing will be made. Removal and disposal of the trees, debris, and vegetation in the construction area or as indicated in the Plans will be included in site clearing. The Contractor will include all labor and material costs in the Lump Sum bid price for Removals.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 CLEARING AND GRUBBING

- A. Clearing and grubbing shall comply with **Section 200** of the **Boone County Roadway Regulations Chapter II**.
- B. Removed materials shall be disposed of off the site and not allowed to accumulate on the premises.

END OF SECTION

SECTION 02300 -- EXCAVATION AND EMBANKMENT

PART 1 -- GENERAL

1.1 PROJECT DESCRIPTION

Providing labor, materials, equipment, and supervision necessary to complete the following:

1. Grade subsoil and conform to grades, contours, and levels as shown on the Plans,
2. Rough grading (excavation and compaction) for roadway and areas designated on the Plans,
3. Cut compaction,
4. Embankment and compaction for fill areas, and
5. Finished grade subsoil.

1.2 SITE COMPACTION TESTING

- A. *All embankment material placed and/or cut compaction areas shall be tested by an independent testing laboratory selected by the Contractor and approved by the Engineer. All payment for costs associated with this testing shall be the Contractor's responsibility and shall be included in the contract Lump Sum price for Compaction Testing on the Bid Form. The independent testing laboratory shall furnish written documentation to the Owner certifying that the embankment placed and/or cut compaction is engineered fill meeting the specified compaction requirements. The written certification shall be prepared and sealed by a Professional Engineer licensed in the State of Missouri.*
- B. If tests indicate that compacted materials do not meet specified requirements, the Contractor shall remove defective work and replace at no cost to the County.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of excavation, cut compaction and embankment will be made. Plan quantity will be used as the basis of compensation unless:
 1. Errors are found in the original quantity or surface elevations shown on the Plans;
 2. An authorized change is made to the typical section or grade; or
 3. Rock is encountered.
- B. Payment for all soil excavation shall be included in the contract Cubic Yard bid price for Excavation on the Bid Form and shall include disposal of any excess or unsuitable material.
- C. Payment for all cut compaction shall be considered incidental to the bid price for Excavation unless a separate bid item for Cut Compaction is included on the Bid Form.
- D. Payment for all fill placement shall be included in the contract Cubic Yard bid price for Embankment and shall include placement of topsoil.
- E. Payment for all rock excavation shall be included in the contract Cubic Yard bid price for Rock Excavation on the Bid Form. If a bid price for Rock Excavation is not included on the Bid Form and rock is encountered during construction, a unit price per cubic yard shall be negotiated and approved by Change Order. To qualify for payment, the County shall be notified immediately if rock is encountered.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Excavation and embankment materials shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**.
- B. Cut compaction materials shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 GENERAL

- A. Excavation and embankment execution shall comply with **Section 201** of the **Boone County Roadway Regulations Chapter II**. Except that all embankment and cut compaction shall be compacted to 95% of maximum density, obtained at the optimum moisture content, as determined by AASHTO Method T-99-38. Field moisture content shall be within +/- 2% of optimal moisture at time of placement.
- B. No backfill material containing rock, debris from rock excavation, or concrete with particle sizes having a maximum dimension larger than 3" shall be placed in the upper 18 inches of the embankment.
- C. Cut compaction execution shall comply with **Section 203** of the **Boone County Roadway Regulations Chapter II**.
- D. Rock excavation is not anticipated on this Project unless indicated on the Plans or Bid Form. **The County shall be notified immediately if rock is encountered during excavation.**

END OF SECTION

SECTION 02335 – SUBGRADE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the preparation of subgrade under roadway surface.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

All costs pertaining to the preparation and restoration of subgrade shall be considered incidental to Excavation or Embankment.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.1 INSTALLATION

Subgrade installation shall comply with Section 205 of the Boone County Roadway Regulations Chapter II.

END OF SECTION

SECTION 02337 – DIG OUT REPAIR

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of saw cutting of existing pavement, removal of failed roadway and replacement.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. All costs pertaining to the preparation and restoration of Dig Out Repair shall be paid by the Square Yard as per the Bid Form.
- B. All work will be measured in the field for final quantities.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for base rock shall be Type 2, 1 1/2" minus in conformance with **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Acceptance of quality and size of material may be made by visual inspection at the job site.
- C. The woven geotextile fabric shall be a Mirafi 600X, Geotex 315ST, or approved equal.
- D. Materials for Bituminous Base shall be in conformance with **Sections 02739 & 02740** of **these Specifications**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Saw cut area as directed by on-site inspector. **See Plans and Details**.
- B. Remove area to a minimum depth of 16" & compact soil/rock.
- C. Lay Geotextile fabric over excavated area as per detail.
- D. Place 12" of Type 2, 1 1/2" minus in conformance with **Section 212** of the **Boone County Roadway Regulations Chapter II** compacted in 6" maximum lifts. When unsuitable materials are encountered below the 16" minimum depth, material shall be removed and replaced with the same aggregate base and compacted in a maximum of 6" lifts.
- E. Place 4" of Bituminous Base, 4" lift maximum on primed base rock as per **Section 225** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02370 – ROCK BLANKET

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the installation of rock blankets for erosion control at culvert outlets and other locations as designated on the Plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

No final measurement of rock blanket will be made. Payment for rock blanket shall be included in the Contract Cubic Yard, Square Yard or Ton bid price for Type 1, Type 2 or Type 3 Rock Blanket. The required geotextile fabric will be considered incidental to the rock blanket.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Materials for Type 1 or Type 2 Rock Blanket shall be in conformance with **Section 213** of the **Boone County Roadway Regulations Chapter II**.
- B. Materials for Type 3 Rock Blanket shall be a standard 6" x 12" graded rip rap or approved equal.
- C. Acceptance of quality and size of material may be made by visual inspection at the job site.
- D. The required geotextile fabric shall be AMOCO 4553 nonwoven geotextile fabric or approved equal.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Excavate to a depth as noted on the plans at each location.
- B. Lay geotextile fabric over excavated area.
- C. Place rock to the specified thickness, elevation, and extent. Eliminate large voids.
- D. Complete the finished surface of the blanket to present an appearance free from segregation with a proportionate quantity of the larger pieces showing.
- E. Installation shall be similar to **Detail 530.03** in the **Boone County Roadway Regulations Chapter II** or as shown on the Plans and Details.

END OF SECTION

SECTION 02630 – STORM DRAINAGE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work consists of the installation of roadway, driveway and storm sewer drainage pipes, culverts and concrete drainage structures.

1.2 SUBMITTALS

Manufacturer's specifications and/or catalog data listing for pipe and special items.

1.3 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. Measurement and payment of storm sewer drainage pipe and culvert placement, completed in place, will be made to the nearest foot along the flow line of the pipe for that designated size and material of pipe or culvert. Transitional ditch grading required within 10 feet of the pipe inlet and/or outlet shall be considered incidental to the pipe installation unless noted otherwise on the Plans or in the Special Provisions.
- B. Measurement and payment for materials and installation of Type M inlets shall be included in the per Each bid price for the various sizes of Standard Type M Inlet and Type M Inlet With Deflectors as indicated on the Bid Form.
- C. Measurement and payment for materials and installation of side opening inlets shall be included in the per Each bid price for the various sizes of Side Opening Inlet as indicated on the Bid Form.
- D. Measurement and payment for materials and installation of junction boxes shall be included in the per Each bid price for the various sizes of Junction Box as indicated on the Bid Form.
- E. No direct payment will be made for excavation, bedding or backfill of storm sewer drainage pipes and structures or mitering culverts. Rock tickets shall be submitted to inspector for verification of bedding and backfill materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II** for the material type and size indicated on the Plans.

Except:

- 1. *Aluminized corrugated metal pipes are allowed.*
 - 2. *All roadway pipes and stormwater pipes shall be polymeric coated or aluminized.*
 - 3. *Driveway pipes may be zinc coated, aluminized or polymeric coated.*
- B. Corrugated metal connecting bands shall be a minimum of 2 feet in length and shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- C. High density polyethylene (HDPE) storm sewer drainage pipes shall be corrugated with a smooth interior wall and shall conform to **Section 730** of the **MoDOT Standard Specifications**.
- D. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall conform to **Section 260** of the **Boone County Roadway Regulations Chapter II**.

- E. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall conform to **Section 250** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Corrugated metal (CMP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- B. High density polyethylene (HDPE) storm sewer drainage pipes shall be installed as specified in **Section 730** of the **MoDOT Standard Specifications**.
- C. Reinforced concrete (RCP) storm sewer drainage pipes and culverts shall be installed as specified in **Section 260** of the **Boone County Roadway Regulations Chapter II**.
- D. Concrete drainage structures, including Type M Inlets, Side Opening Inlets, Junction Boxes and Reinforced Concrete Boxes, shall installed as specified in **Section 250** of the **Boone County Roadway Regulations Chapter II**.
- E. Elevation of pipes and structures should be determined from the Construction Plans. Minimum depth of cover over pipes and pipe bedding and backfill material shall be per the manufacturer's recommendations or as specified on the Plans.

END OF SECTION

SECTION 02720 – AGGREGATE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of aggregate consisting of Type 1 (Rolled Stone) aggregate base rock on a prepared subgrade; placement of Type 2 (Granular Base) aggregate base rock and placement of Surface Aggregate (Road Rock) as shown on the plans.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of aggregate base course will be made. Plan quantity will be used as the basis of compensation unless:
 - 1. Errors are found in the original quantity or surface elevations shown on the Plans, or
 - 2. An authorized change is made to the typical section or grade.
- B. Payment for all aggregate base course will be included in the contract Square Yard bid price for the type and thickness of Aggregate Base Course on the Bid Form.
- C. Measurement of surface aggregates will be as follows: Delivery tickets displaying the net weight of delivered material, weighed by a Certified Scale, will be collected and used as the basis for payment for Surface Aggregate. However, no payment will be made for material placed that exceeds the limits shown on the plans, unless authorization is received by the Engineer prior to placement.
- D. Payment for all surface aggregate will be made at the contract per Ton bid price for Surface Aggregate, unless considered incidental to Square Yard bid price of driveway or roadway repairs.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. The materials to be used will be Type 1 aggregate base (Rolled Stone) and Type 2 (Granular Base) aggregate, as specified in **Section 210** of the **Boone County Roadway Regulations Chapter II**.
- B. Surface Aggregate shall meet standard local quarry's specifications.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of all aggregates for roads and driveways shall comply with **Section 212** of the **Boone County Roadway Regulations Chapter II**.

END OF SECTION

SECTION 02739 – PRIME/TACK COATS

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the application for prime/tack coats to a prepared surface prior to placement of asphaltic concrete pavement. **Prime coat required for all Bit. Base laid on aggregate base rock. Tack coat is required for all lifts unless otherwise directed by inspector or engineer.**

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- A. No final measurement of prime/tack coat will be made.
- B. Payment for all prime/tack coat will be considered incidental to asphaltic concrete pavement.

PART 2 – PRODUCTS

2.1 MATERIALS

The materials and equipment for placement shall conform to **Section 223** of the **Boone County Roadway Regulations Chapter II**.

PART 3 – EXECUTION

3.1 INSTALLATION

Preparation of base and placement of prime coat shall comply with **Section 223** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 02740 – ASPHALTIC CONCRETE PAVING

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The Work consists of the placement of asphaltic concrete in one or more courses on a prepared base or underlying course in conformity with the line, grade, thickness, and typical cross section as shown on the Plans or described details.

1.2 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

A. Asphaltic concrete pavement will be measured and paid for by the laid Ton or Square Yard bid price for the various types and thickness of pavement as listed on the Bid Form.

1.3 QUALITY CONTROL

A. Contractor shall be responsible to ensure all work meets specifications. No Exceptions

PART 2 – PRODUCTS

2.1 MATERIALS

A. Materials and the composition of mixture for the Plant Mix Bituminous Base Course shall conform to **MoDot Section 401**.

B. Materials and composition for the bituminous material and aggregate for asphaltic concrete shall conform to **MoDot Section 401**.

C. Materials and composition for Surface Asphaltic Concrete Pavement shall conform to **MoDot Section 401**.

PART 3 – EXECUTION

3.1 INSTALLATION

Placement of asphaltic concrete pavement shall comply with **Section 222, 223, and 225** of the **Boone County Roadway Regulations Chapter II** and the **MoDOT Standard Specifications**.

END OF SECTION

SECTION 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 ² (oz/yd ²)	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 ² (gal/yd ²)	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/m².
- 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

TOTAL SURFACE HYDRO-DEMOLITION

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

The work shall consist of surface preparation and removing concrete as required via Hydro-Demolition to a targeted depth of 0.75" of sound Concrete.

1.2 SUBMITTALS

Certifications required shall be Manufacturer's Certification that materials meet specifications and requirements.

PART 2 – PRODUCTS

2.1 MATERIALS

All material shall be in accordance with MoDOT Division 1000, Material Details, and specifically as follows.

Item	Section
Concrete	501
Bridge Deck Concrete Wearing Surface	505
Concrete Bonding Compound and Epoxy Mortar	623
Gradation E Coarse Aggregate	1005
Type III Cement	1019
Water	1070

PART 3 – EXECUTION

3.1 SURFACE PREPARATION

Existing Concrete deck shall be receive scarification in accordance with Section 216, Missouri Standard Specifications for Highway Construction, with a target as shown on details or as required by the engineer. This work will be paid with item Surface Milling Scarification.

3.2 Total Surface Hydro Demolition. This work shall consist of total surface hydro demolition over the entire top surface of the bridge deck to provide a highly rough and bondable surface, remove unsound concrete and to remove an additional depth of sound concrete as shown on the plans during the initial deck hydro demolition pass. Unsound concrete is defined as existing bridge deck concrete that is deteriorated, delaminated, spalled, or as determined by the engineer to be unacceptable. Sounding will be done after the deck is frost free and dried as specified below.

PART 4 – CONSTRUCTION REQUIREMENTS

4.1 Removal Requirements. Removal requirements shall be in accordance with Sec 704.

A. Total Surface Hydro Demolition Equipment. The computerized hydro demolition

self propelled robotic equipment shall be capable of removing all unsound concrete during the initial pass, sound concrete to the specified depth with a highly rough and bondable surface and removing rust and concrete particles from exposed reinforcing bars. The robotic equipment shall be capable of removing concrete to within one inch of vertical surfaces. Only individuals who have passed rigorous training as recommended by the equipment manufacturer shall operate the equipment. Hand held high pressure wands shall be used in areas that are inaccessible to the hydro demolition equipment, in preparing deck repair areas or areas that require minor trim work to remove remaining unsound concrete. All water used in hydro demolition shall meet the requirements for water used in mixing and curing concrete in accordance with Sec 1070. Stream or lake water will not be permitted.

(1) Vacuum System. When the contract documents require total surface hydro demolition with a vacuum system, the following shall be required of the total surface hydro demolition equipment. A vacuum or pump system shall be used closely behind the hydro demolition robot at all times and shall remove approximately 98 percent of the water from the hydro demolition robot during the hydro demolition process. The vacuum or pump equipment shall be capable of removing wet debris and water. Water collected during the vacuuming or pumping operation shall be discharged to the contractor's wastewater collection system and disposed of off the project site meeting the requirements of the environmental protection of Sec 107. Vacuum or pump equipment shall be of sufficient capacity to collect all hydro demolition concrete debris for a minimum of 2 hours of hydro demolition operation.

(2) The contractor shall take necessary precautions during hydro demolition to prevent damage to the remaining structure and adjacent property as a result of runoff. Slab drains receiving runoff from the contractor's operation shall be temporarily plugged. The discharge water shall not be released from the site until the broken concrete, aggregate and other settleable solids have been removed through filtration, sediment basins or other approved methods. The contractor shall control dust and run-off in accordance with applicable governmental agencies. Environmental protection shall be in accordance with Sec 107. Hydro demolition shall not impede or interfere with maintaining traffic. As necessary the contractor shall provide shielding to insure containment of all dislodged concrete within the removal area to protect the traveling public from flying debris. The contractor shall submit to the engineer for review the plan of collecting the wet debris and water 14 days prior to starting total surface hydro demolition.

(3) The contractor shall take steps to prevent damage to existing reinforcing steel and shall not place wheels from heavy equipment, such as vacuum trucks, on deck areas where top layer of slab reinforcement has been left unsupported by the hydro demolition process. Equipment shall be operated at speeds and in such a manner that no damage to the slab and girders occur. Any damage caused by the contractor's equipment shall be repaired at the contractor's expense.

(4) Vehicles other than approved construction equipment shall not be permitted on those sections of the deck where hydro demolition has begun. Contamination of the deck by construction equipment or from any other source shall be prevented.

- B. Concrete Removal.** Concrete removal shall be in accordance with Sec 704
- C. Reinforcing Bar Exposed.** Reinforcing bar exposed shall be in accordance with Sec 704.
- D. Reinforcement Repair.** Reinforcement repair shall be in accordance with Sec 704.
- E. Material Disposal.** All material removed shall be disposed of in accordance with Sec 202.

4.2 Preparation of Repair Area

A. Deck Preparation Requirements. All construction debris, wearing surface removal debris or scarifying debris, and dust shall be completely removed from the bridge deck prior to the commencement of total surface hydro demolition. Total surface hydro demolition shall consist of a continuous pass operation to remove an additional depth of sound concrete as shown on the plans, along with all deteriorated concrete in the deck

(1) The total surface hydro demolition equipment shall be calibrated on an area, as approved by the engineer, of sound concrete sufficient to demonstrate the desired surface removal and roughness. The total surface hydro demolition equipment shall then be moved to another location of equal area that is unsound, as approved by the engineer, to demonstrate the ability to remove all unsound concrete during the initial pass and providing a rough and bondable surface. A non-working technical field representative shall be present on the project site during the calibration and the hydro demolition surface preparation operation.

(2) If the equipment does not demonstrate the ability to produce the desired results, as determined by the engineer, the equipment shall be removed from the project site and the contractor shall provide other equipment for calibration and demonstration. No additional contract time or compensation will be allowed for remobilization and the recalibration process if required.

(3) The hydro demolition surface preparation may begin after the engineer or his representative has approved the second calibration and recorded the five settings below. The calibration and production settings shall be maintained and given to the engineer prior to and during hydro demolition surface preparation by the contractor. The contractor shall be required to change any of the above settings to maintain the desired result with approval of the engineer. When the designated level of removal is attained, the settings shall be recorded and maintained throughout the total surface hydro demolition operation.

Water Pressure Gauge
Minimum water usage
Machine staging control (step)
Nozzle size
Nozzle travel speed

(4) The calibration procedure specified shall be required on each structure for each time hydro demolition is performed. The depth of removal shall be recorded and monitor along the cutting path, and if necessary, the equipment recalibrated to insure the minimum removal of sound concrete to achieve required roughness for bond.

(5) Any unsound concrete or original deck surface found unsatisfactory after the initial hydro demolition surface preparation pass shall be removed or corrected by the contractor at no additional expense to the Commission, except as noted in full depth repair or repairing concrete deck (half-soling).

(6) The hydro demolition area shall be cleaned of all loose debris and other materials

scheduled to be removed. The area shall be thoroughly cleaned using a high-pressure water blaster. The area shall be vacuumed immediately following the high-pressure water cleaning to remove debris and wastewater. Following the cleaning, the surface shall be free of all debris, loose material, slurry, cement paste and any other material that might interfere with the bond of the new concrete overlay to the satisfaction of the engineer.

PART 5 - Method of Measurement.

5.0 The extent of repair may vary from the estimated quantities, but the contract unit price shall prevail regardless of the variation. Final measurement will not be made for total surface hydro demolition with vacuum system except for authorized changes during construction or where appreciable errors are found in the contract quantity.

5.1 Where required total surface hydro demolition with vacuum system will be measured to the nearest square yard based on measurement longitudinally from end of slab to end of slab and transversely from roadway face of curb to roadway face of curb or edge of deck to edge of deck, minus 6 inches on each side for either.

PART 6- Basis of Payment.

6.1 Accepted quantities of repair will be paid for at the unit price for each of the pay items included in the contract. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete the items, will be considered completely covered by the contract unit price for the items included in the contract.

END OF SECTION

SPECIAL PROVISIONS

SECTION 02420 – LATEX MODIFIED CONCRETE

PART 1 – GENERAL

1.1 PROJECT DESCRIPTION

This work shall consist of constructing a wearing surface of latex modified concrete on a prepared surface in accordance with this specification with a target thickness of 2" (1.5" above existing grade).

PART 2 – MATERIALS

2.1 All material shall be in accordance with Division 1000, Materials Details and specifically as follows:

Item	Section
Type I or II Cement	1019
Latex Emulsion Admixture	1054
Polyethylene Sheeting	1058
Water	1070

2.2 Aggregate shall be in accordance with Sec 505.10.2

2.3 Pozzoloanic material or Portland pozzolan cements shall not be used.

2.4 Latex admixture shall be kept in suitable enclosures that will protect it from freezing and from exposure to temperatures in excess of 85°F (30°C). Drums of latex admixture to be stored at the work site in direct sunlight shall be completely covered with a suitable insulating blanket material to maintain an enclosed temperature below 85°F (30°C).

PART 3 – CONCRETE MIXTURE

3.1 The proportions of cement, fine aggregate, coarse aggregate and latex emulsion admixture will be approved by the engineer and shall meet the following requirements:

Property	Specific Value
Air Content percent	0 to 6.5
Slump, inches (mm)	4 to 6 (100 to 150)
Percent Fine Aggregate as percent of total aggregate by absolute Volume	50 to 55
Cement Content, sacks/yd ³ (kg/m ³)	7.0 (390)
Latex Emulsion Admixture, gal/ sack (L/kg)	3.5 (0.31)
Net Water-Cement Ratio, max	0.40

A. Net water shall be considered the quantity of mixing water added, plus the non-solid portion of the latex emulsion.

3.2 Any change in mix design or proportions shall be approved by the engineer.

3.3 Anti-foam additives as recommended by the latex emulsion manufacturer may be required if the concrete mixture entrains air is above the specified amount.

3.4 Air-entraining admixtures shall not be added.

PART 4 – TESTING

Testing will be done in accordance with Sec 505.10.4, except the slump test will be conducted 4 to 5 minutes after discharge from the mixer. During this waiting period, the concrete shall be deposited on the deck and shall not be disturbed.

PART 5 – MIXING

5.1 The concrete shall be volumetrically mixed at the bridge site by a continuous mixer in accordance with Sec 501. In addition to other requirements, the mixer shall provide positive control of the latex emulsion into the mixing chamber, and the latex emulsion shall calibrate to within ± 2 percent of that required. The mixer shall be capable of continuously circulating the latex emulsion and shall have a flow-through screen between the storage tank and the discharge.

5.2 The concrete discharged from the mixer shall be uniform in composition and consistency. Mixing capability shall be such that initial and final finishing operations can proceed at a steady pace. Final finishing shall be completed before the formation of a plastic surface film.

5.3 The moisture content of aggregate at the time of proportioning shall be such that water will not drain or drip from a sample. Coarse and fine aggregate shall be furnished and handled to avoid variations in the moisture content affecting the uniform consistency of the concrete.

5.4 Each drum of latex admixture shall be mechanically agitated or hand rolled until thoroughly mixed prior to being introduced into the mixer storage compartment. Latex admixture that is stored in the mixer storage compartment overnight or during delays in mixing of four hours or more shall be agitated by at least two complete cycles in a continuous circulating pump or by mechanical means in the storage compartment. The flow through screen shall be cleaned immediately prior to beginning proportioning and as often as necessary thereafter. Latex admixtures of different brands shall not be combined together in any manner.

PART 6 - Surface Preparation.

Surface preparation shall be in accordance with Sec 505.10.6 except as noted.

6.1 Prior to scarifying or chipping on concrete adjacent to latex modified concrete, 96 hours of curing shall elapse. If practical, all scarifying by mechanical units shall be completed prior to placing any latex modified concrete, unless otherwise shown on the plans. Areas from which unsound concrete and patches have been removed shall be kept free of slurry produced by wet sawing or wet scarifying by planning the work such that this slurry will drain away from the completed areas of preparation.

6.2 On both old and new decks, within 24 hours prior to placing latex modified concrete, the entire surface shall be thoroughly cleaned.

PART - 7 Finishing Equipment

7.1 **Finish Machine.** The finishing machine shall be self-propelled and shall be capable of forward and reverse movement under positive control, with a provision for raising all screeds to clear the screeded surface for traveling in reverse. A self-propelled finishing machine with one or more rollers, augers and 1500 to 2500 vpm vibratory pans shall be used. A drag float may be necessary. Any modifications will be subject to approval from the engineer.

7.2 Support Rails. Support rails shall meet Sec 505.10.7.4.

PART 8 - Placing and Finishing Concrete

Placing and finishing shall be in accordance with Sec 505.10.8 except as noted herein.

8.1 Prior to placement of latex modified concrete, the cleaned surface shall be thoroughly wetted, then covered with polyethylene sheeting until time of concrete placement. The surface shall be damp at the time the overlay is placed. Any standing water in depressions, holes or areas of concrete removal shall be removed. No free water or puddles of standing water shall exist at the time of placement.

8.2 Expansion joints and dams shall be formed in the concrete overlay. Formation of the joint by sawing through the overlay will not be permitted.

8.3 Texturing shall occur immediately after finishing and before the plastic film forms on the surface. Texturing shall be performed in a manner to prevent pulling the concrete away from an existing vertical face. Care shall be taken not to texture too deep and not to tear the surface.

8.4 Screed rails and headers shall be separated from the newly placed material by passing a pointing trowel along the inside face. Metal expansion dams shall not be separated from the overlayment. The trowel cut shall be made for the entire depth and length of rails or headers after the mixture has stiffened sufficiently and shall prevent the concrete from flowing back into the cut.

8.5 During placement of the overlay, all joints with adjacent concrete shall be sealed with a mortar paste of equal parts cement and fine aggregate, using latex emulsion in lieu of mixing water.

8.6 The wet cure shall be applied promptly after the concrete has been placed on the deck without deforming the finished surface. The wet cure blanket or burlap shall be pre-wetted before placement on concrete.

8.7 The surface shall receive a wet cure for at least 48 hours.

8.8 After placement and cure of the latex modified concrete, the finished deck will be tested to detect unbonded areas.

8.9 No surface sealing shall be applied to the latex modified concrete wearing surface.

PART 9 - Limitations of Operations

9.1 No latex modified concrete shall be placed when the ambient or deck surface temperature is above 85 F (30 C). Deck temperature shall be determined in accordance with MoDOT Test Method TM 20.

9.2 No latex modified concrete shall be placed at ambient or deck surface temperatures below 45 F (7 C) unless otherwise allowed by Engineer. Latex modified concrete shall be protected to maintain a minimum specified curing temperature of 45 F (7 C). Any concrete damaged by freezing shall be removed and replaced at the contractor's expense.

9.3 The temperature of the latex modified concrete at time of placement shall be between 45 F (7 C) and 90 F (32 C) unless otherwise allowed by Engineer. If either the aggregate or water is heated, the maximum temperature for each shall be 100 F (38 C) at the time of addition to the mix. Any method of heating during the mixing of concrete may be used provided the heating apparatus will heat the mass uniformly and avoid hot spots that will burn the material. Cement or aggregate containing lumps or crusts of hardened material or frost shall not be used.

9.4 No vehicular traffic shall be permitted on the latex modified concrete surface until the concrete is at least 96 hours old and has attained a minimum compressive strength of 3000 psi (21 MPa).

9.5 Concrete shall not be placed adjacent to a parallel surface course that is less than 96 hours old; however, this restriction will not apply to a continuation of placement in a lane or strip beyond a joint in the same lane or strip.

9.6 Preparation of the area, except scarifying, may be started in a lane or strip adjacent to a newly placed surface the day following the surface placement. If this work is started before the end of the 48-hour wet curing period, the work will be restricted such that any interference with the curing process is held to the minimum practical time.

9.7 Longitudinal construction joints may be placed between designated traffic lanes if required by the Engineer. The location of the longitudinal joints will be subject to the approval from the engineer.

9.8 Transverse joints in the overlay may be permitted if approved by the engineer. These joints shall be located a minimum of 10 feet (3 m) from the centerline of bent.

9.9 A header shall be installed in case of delay in the placement operations exceeding one-half hour in duration. During minor delays of one-half hour or less, the end of the placement shall be protected from drying with several layers of wet burlap.

9.10 Adequate precautions shall be taken to protect freshly placed concrete from rain. All placing operations shall cease when rain begins. The engineer may order removal of any material damaged by rainfall and such material shall be replaced in accordance with these specifications at the contractor's expense.

Part 10 - Removal

10.1 Material removal and disposal shall be in accordance with Sec 505.10.10.

Part 11 – Repair

11.1 Repair shall be in accordance with Sec 505.10.11.

Part 12 - Method of Measurement

12.1 The extent of repair may vary from the estimated quantities, but the contract unit price shall prevail regardless of the variation. Final measurement will not be made for Latex Modified Concrete except for authorized changes during construction or where appreciable errors are found in the contract quantity.

12.2 Where Latex Modified Concrete will be measured to the nearest square yard based on measurement longitudinally and transversely from edge of LMC overlay to edge of LMC overlay.

Part 13 - Basis of Payment

13.1 Accepted quantities of repair will be paid for at the unit price for each of the pay items included in the contract. Payment for the above described work, including all material, equipment, labor and any other incidental work necessary to complete the items, will be considered completely covered by the contract unit price for the items included in the contract.

END OF SECTION

SPECIAL PROVISIONS

Miscellaneous

1. Project Timing: The contract time for this project is 20 working days. The contractor will be allowed to establish the construction start date at his discretion, with the stipulation that the project will be completed by July 1, 2017. All working days past July 1, 2017 or over the 20 working days of the contract, will incur liquidated damages at the rate of \$1,000.00 per working day.

The contractor shall coordinate with the County to set up a date for the Pre-Construction meeting. The meeting shall be held a minimum of 10 business days prior to the anticipated start date of construction. Notice to Proceed will be issued following the Pre-Construction Meeting.

Section 108.7.2.1 of the Missouri Standard Specifications for Highway Construction (2011) states that no working days shall be applied between the dates of December 15 to March 15. This specification will be void for this project. All dates of the year will be subject to a working day classification. Once construction has started, working days will begin.

2. Any damage done to the bridge shall be repaired by the contractor at no additional cost to the County.
3. Asphalt Approach (6" Thick BP-1 or BP-2) shall be constructed of BP-1 or BP-2 capable of meeting MoDOT requirements. It shall be constructed 6" thick in maximum of 3" Thick lifts. Excavation of existing material, erosion control, restoration, or any additional work necessary to accommodate Asphalt Approach work will be incidental.
4. Contractor shall be responsible for producing a traffic control plan and submitting to the County at the time of the Pre-Construction Meeting. Traffic Control plan shall accurately depict location and type of temporary signage during all phases of construction. Traffic Control plan shall allow for detouring of traffic during times of bridge closure. Plan will be reviewed by County personnel and must be approved before issuing notice to proceed.
5. Limitations on hours of operation do not apply to pouring of Latex Modified Concrete. This work may be done at whatever hours are necessary.
6. Contractor is responsible for determining the location of all utilities prior to beginning construction. Any conflicts with the work shown on the plans shall be brought to the attention of the County immediately.
7. 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 shall be no less than 4 inches and no more than 6 inches as detailed below.

Restoration of site is incidental to work being performed.

8. Latex Modified Concrete production equipment shall be equipped to accurately quantify amount of material produced.

9. Full Depth Deck Repair bid item shall be used for all work necessary (form work, etc.) in the event that Hydro-Demolition of the existing deck exposed deteriorated areas completely through the deck.
10. If hot mix BP-2 asphalt is not available due to seasonal plant closure, cold mix asphalt may be used temporarily for Asphalt Approach. Cold Mix patch should be of similar dimensions, unless County determines less can be performed and achieve an acceptable ride. When plant reopens, Contractor will remove temporary Cold mix asphalt and perform Asphalt Approach as specified within. No additional payments will be made for use of temporary patch. Contractor will be responsible for maintenance of temporary patch over winter to assure adequate ride. Any deficiencies will be brought to attention of contractor for immediate repair.
11. Surface Milling Scarification shall be performed over entire surface of areas to get hydro-demolition to as close to edge barriers as possible, to a depth as shown in the details, or as directed by engineer.
12. Bridge railing and/or guard railing may be removed and replaced by contractor as necessary to facilitate work on this project, no additional payment will be made for this work. Replacement may be with existing material, unless significant damage occurs. Contractor will be responsible for supplying and replacing damaged material with new or like type at no additional cost to County.
13. Quantity of Latex Modified Concrete is based on placing 2" depth on areas where only sound concrete was encountered, plus an estimated quantity for replacement of additional unsound concrete based on historical quantities used. Contractor will be paid for actual quantity used, no change in unit price will be made due to more or less material being used.
14. Section 108.7.2.1 of the Missouri Standard Specifications for Highway Construction (2011) states no working days shall be applied between the dates of December 15 to March 15. This specification will be void for this project. All dates of the year will be subject to a working day classification. Once construction has started, working days will begin.
15. If the Contractor chooses to work in the cold weather months, he will be responsible for meeting all requirements of material quality as specified by in the Boone County Roadway Regulations, Chapter 2 as well as all requirements of material manufacturers. The contractor shall be prepared to deploy means to prevent or resolve cold weather issues if they occur. Such means will not be grounds for change orders, extra compensation, or extra working days.
16. Cold Weather: Contractor will be required to submit a plan to the County detailing how cold weather operations will be conducted. Such plans should include temperature limits for work of sensitive materials (Concrete, Latex-Modified Concrete, paint, joint filler, etc.). Plan shall be in accordance with manufacturer's recommendations. Methods that will be used to mitigate cold weather should also be included in said plan.
17. Restoration of the project sites is incidental to the work being performed. No additional payment will be made for Restoration.

APPENDIX A

STATE WAGE RATES

GENERAL: This Contract shall be based upon payment by the Contractor of wage rates not less than the prevailing hourly wage rate for each craft or classification of workers engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto.

The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time.

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

NOTICES: Throughout the life of this Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading of NOTICE with the heading in letters at least one inch high.

PENALTY: Pursuant to Section 290.250 RSMo the Contractor shall forfeit to the County as penalty, one hundred dollars for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under the Contract, by them.

AFFIDAVIT OF COMPLIANCE: After completion of the work and before final payment can be made under this Contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, sections 290.210 to 290.340 RSMo.

WAGE DETERMINATION: During the life of this Contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due the Contractor by reason of any such change.

The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this Contract.

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9/20/16

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 23

Section 010
BOONE COUNTY

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

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2016

Last Date Objections May Be Filed: April 11, 2016

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$32.36	55	60	\$21.41
Boilermaker	7/16		\$35.93	57	7	\$28.33
Bricklayer and Stone Mason			\$29.26	59	7	\$16.91
Carpenter	6/16		\$25.16	60	15	\$16.10
Cement Mason			\$27.55	9	3	\$12.20
Communication Technician	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Inside Wireman)	6/16		\$31.80	28	7	\$12.90 + 13%
Electrician (Outside-Line Construction/Lineman)	9/16		\$43.75	43	45	\$5.25 + 36%
Lineman Operator	9/16		\$37.73	43	45	\$5.25 + 36%
Groundman	9/16		\$29.11	43	45	\$5.25 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier	6/16		\$26.87	122	76	\$11.78
Ironworker			\$28.41	11	8	\$24.04
Laborer (Building):						
General			\$22.36	42	44	\$13.19
First Semi-Skilled			\$24.36	42	44	\$13.19
Second Semi-Skilled			\$23.36	42	44	\$13.19
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/16		\$25.04	60	15	\$16.10
Marble Mason			\$21.66	124	74	\$12.68
Marble Finisher			\$14.14	124	74	\$9.08
Millwright	6/16		\$26.16	60	15	\$16.10
Operating Engineer						
Group I	6/16		\$28.86	86	66	\$24.98
Group II	6/16		\$28.86	86	66	\$24.98
Group III	6/16		\$27.61	86	66	\$24.98
Group III-A	6/16		\$28.86	86	66	\$24.98
Group IV	6/16		\$26.63	86	66	\$24.98
Group V	6/16		\$29.56	86	66	\$24.98
Painter	6/16		\$23.24	18	7	\$11.78
Pile Driver	6/16		\$26.16	60	15	\$16.10
Pipe Fitter	7/16	b	\$38.00	91	69	\$26.93
Plasterer			\$26.09	94	5	\$12.25
Plumber	7/16	b	\$38.00	91	69	\$26.93
Roofer \ Waterproofer			\$29.30	12	4	\$14.87
Sheet Metal Worker	7/16		\$31.34	40	23	\$17.04
Sprinkler Fitter - Fire Protection	7/16		\$33.49	33	19	\$19.45
Terrazzo Worker			\$28.73	124	74	\$14.38
Terrazzo Finisher			\$18.68	124	74	\$14.38
Tile Setter			\$21.66	124	74	\$12.68
Tile Finisher			\$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 - \$38.00, Fringes - \$26.93

All work under \$7 Mil. Total Mech. Contract - \$36.66, Fringes - \$21.49

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

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

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

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

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

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

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

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

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
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

NO. 23: Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$15.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$15.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.55 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

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

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

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

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

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

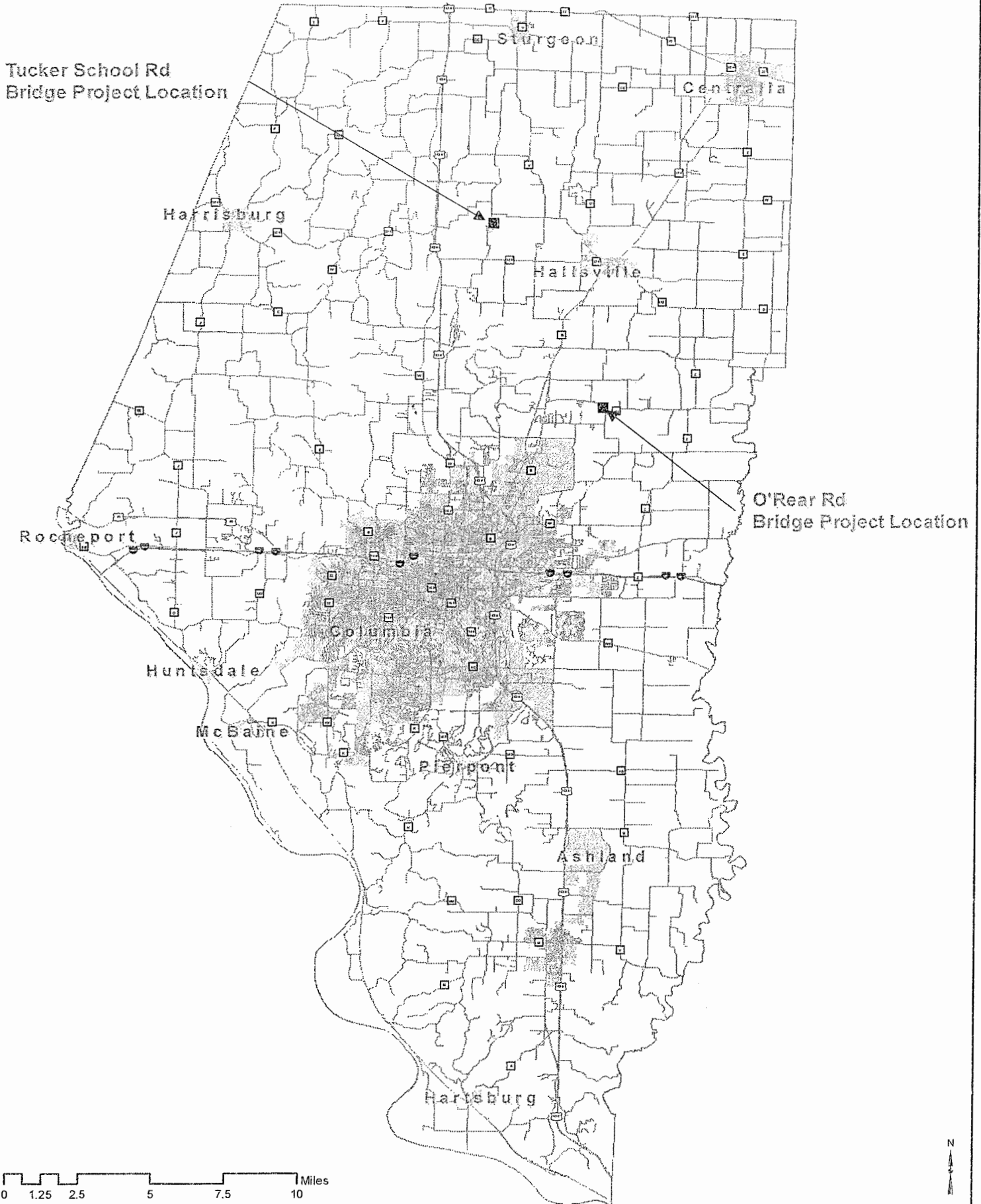
NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work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

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

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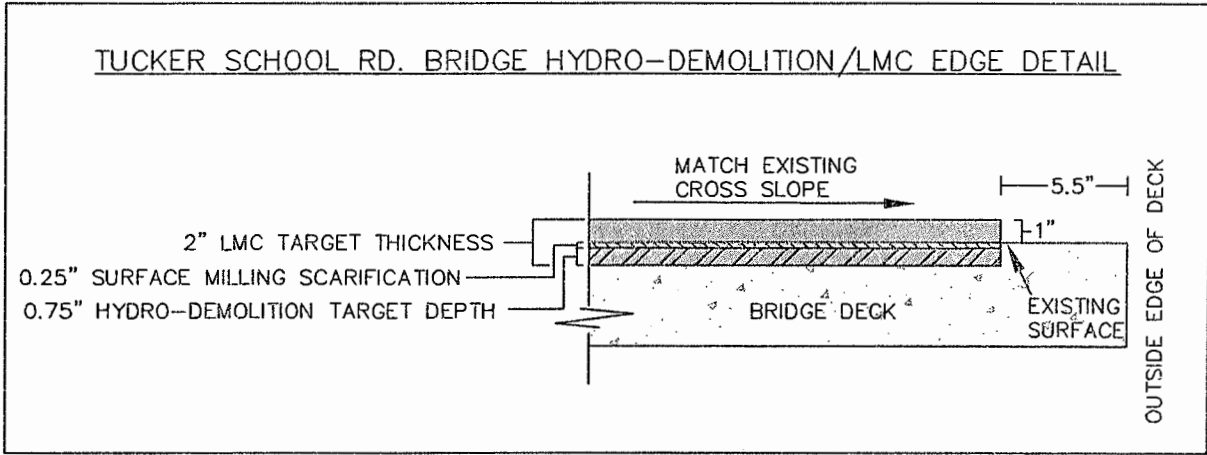
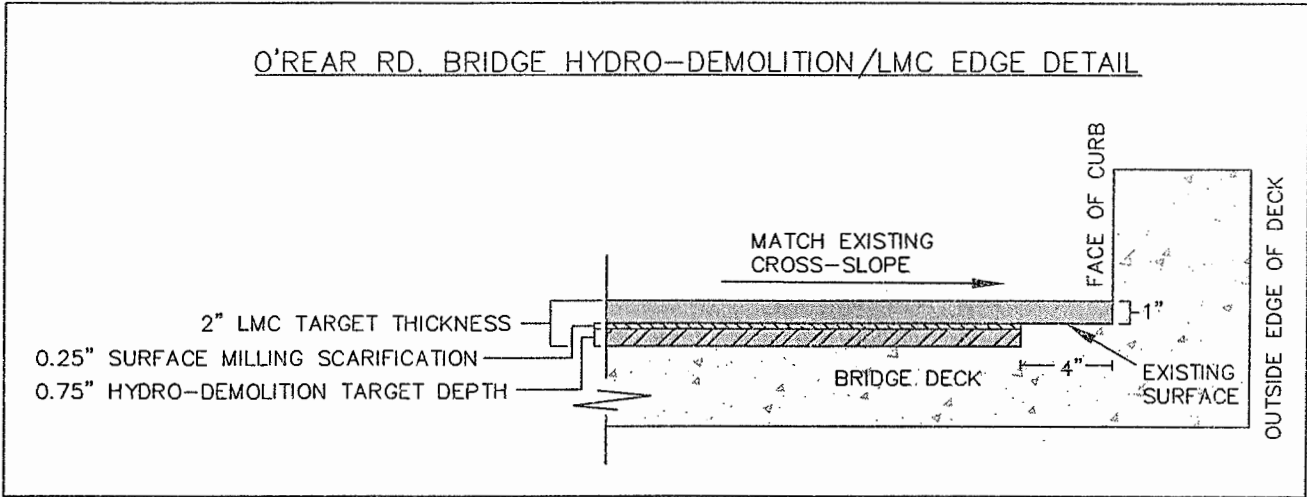


Boone County 2017 Bridge Repair Projects



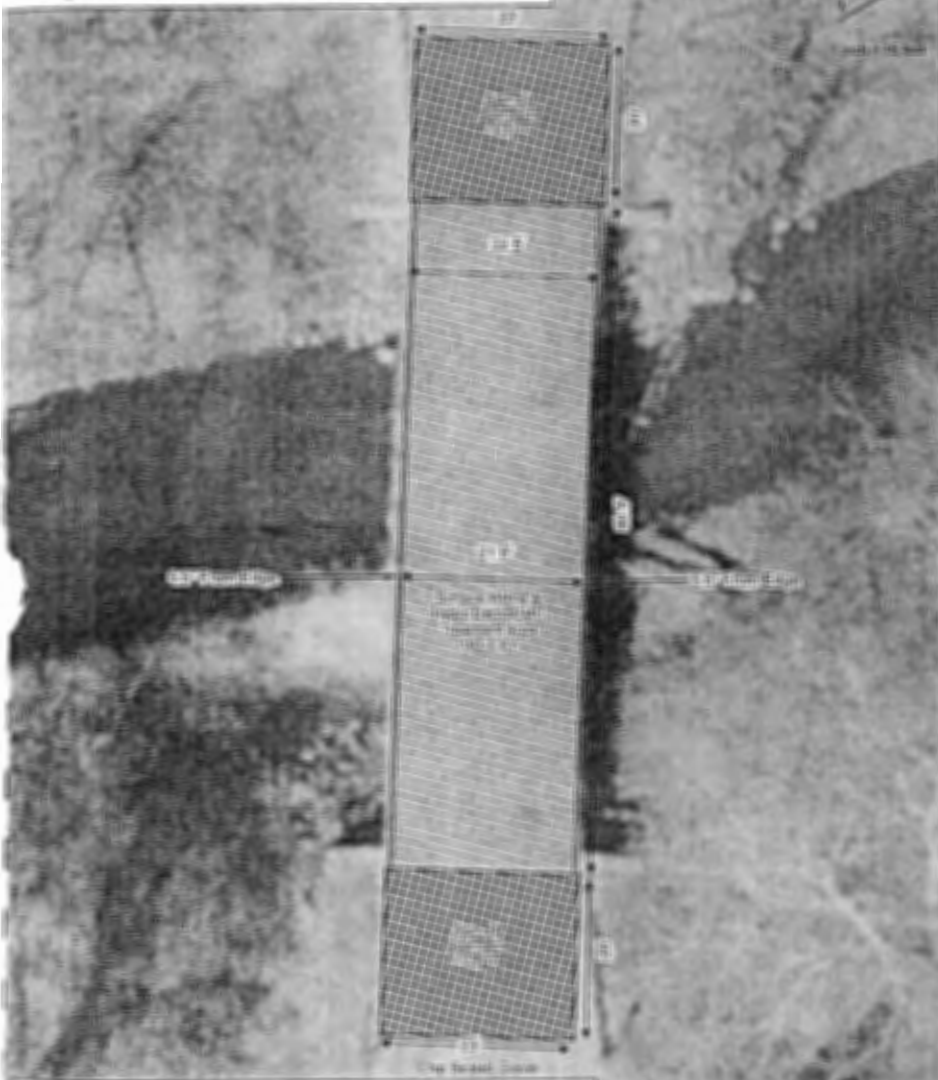
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LMC WEARING SURFACE DETAILS
NOT TO SCALE



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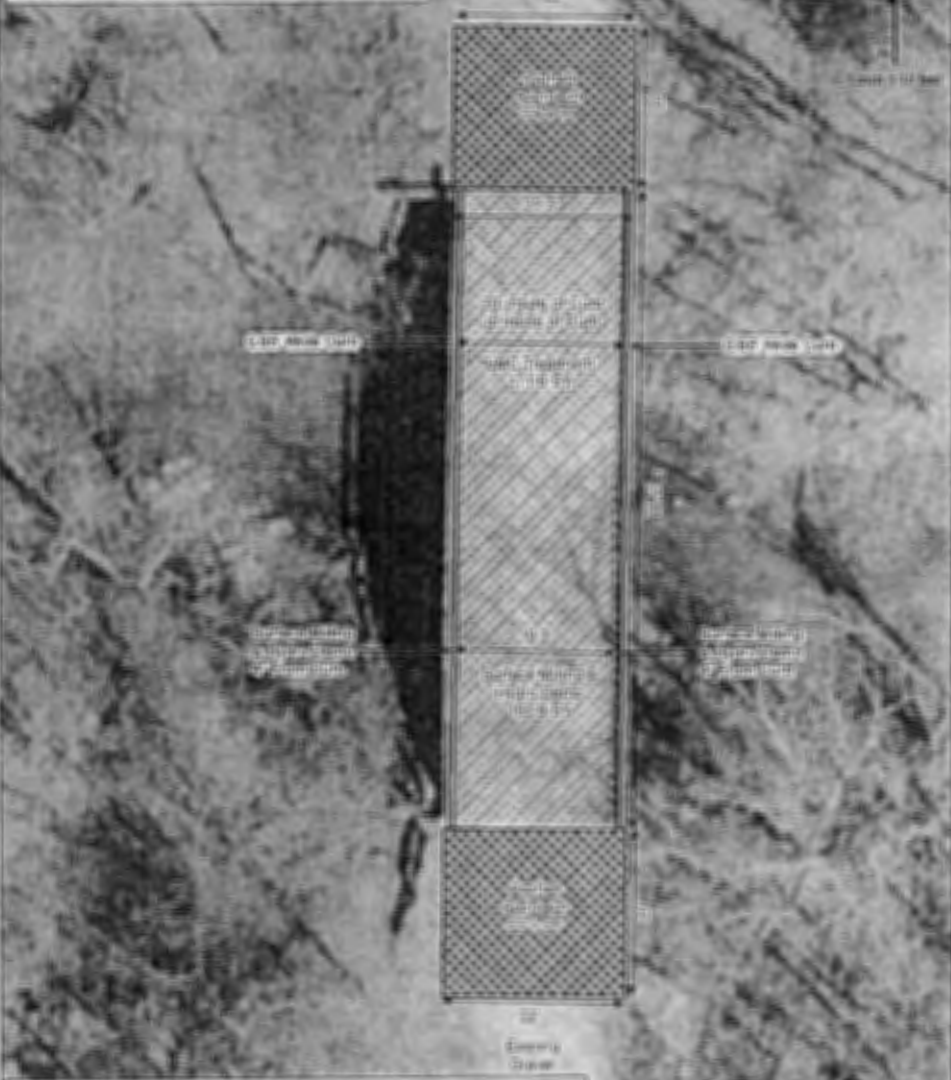
Project Site = Tucker School Rd



Project Quantities:
 Surface Milling = 133.2 CY
 Hydro-Demolition, Full Surface w/ Vacuum System = 133.2 CY
 Latex Modified Concrete = 12.4 CY
 Latex Modified Concrete Wearing Surface Installation = 133.2 CY
 Asphalt Approach = 132 CY

Latex Modified Concrete quantity calculated per 2.2" thickness based on standard thickness of concrete wearing surface.

Project Site = O'Rear Rd



Project Quantities:
 Surface Milling = 133.2 CY
 Hydro-Demolition, Full Surface w/ Vacuum System = 133.2 CY
 Latex Modified Concrete = 11.8 CY
 Latex Modified Concrete Wearing Surface Installation = 133.2 CY
 Asphalt Approach = 38 CY

Latex Modified Concrete quantity calculated per 2.2" thickness based on standard thickness of concrete wearing surface.

Tucker School Rd
 & O'Rear Rd
 Bridge Repairs
 Hydro-Demo/MC Bridge Deck

**Boone County
 Resource Management**
 Boone County Government Center
 801 E. Walnut Street 318
 Columbia, MO 65201-7726
 (573) 885-4000 Fax (573) 885-4340

Overview
 Date: 12/10/16



PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,
Capital Paving and Construction, LLC

as Principal, hereinafter called Contractor, and Travelers Casualty and Surety
Co. of America
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 \$168,228.00 Dollars,
for the payment whereof Contractor and Surety bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated February 2, 2017 entered into a
Contract with Owner for:

CONTRACT NUMBER 02-12JAN17
O'Rear Road & Tucker School Road Bridge Deck Repairs
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 St. Louis, MO, on this 2nd day of February, 2017.

Capital Paving and Construction, LLC

(Contractor)

(SEAL)
NO SEAL

BY: 

Travelers Casualty & Surety Co. of America
(Surety Company)

(SEAL)

BY: 

(Attorney-In-Fact) Sumner S. Charles

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: Sumner S. Charles

Phone Number: 314-746-4700

Address: 8235 Forsyth Blvd.

St. Louis, MO 63105

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____
Capital Paving and Construction, LLC
as Principal, hereinafter called Contractor, and _____
Travelers Casualty & Surety Co. of America
a corporation organized under the laws of the State of Connecticut _____, 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 Sixty-Eight Thousand Two Hundred Twenty Eight Dollars
_____ DOLLARS

(\$ 168,228.00 _____), 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 February 2, 2017 _____ entered
into a contract with Owner for

**CONTRACT NUMBER 02-12JAN17
O'Rear Road & Tucker School Road Bridge Deck Repairs
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 or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

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

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

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

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

on this 2nd day of February 20 17.
CONTRACTOR Capital Paving and Construction, LLC (SEAL) NO SEAL

BY: [Signature]

Travelers Casualty & Surety Co. of America
SURETY COMPANY

BY: [Signature]
(Attorney-In-Fact) Sumner S. Charles

BY: [Signature]
(Missouri Representative)

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

Surety Contact Name: Sumner S. Charles

Phone Number: 314-746-4700

Address: 8235 Forsyth Blvd.

St. Louis, MO 63105



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 230987

Certificate No. 006839930

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Mark W. Alvey, Sumner S. Charles, Michael Shanahan Jr., Maria Mallonee, Loren Wims, and Forrest Shock

of the City of Clayton, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 23rd day of June, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 23rd day of June, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of February, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2017

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

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

PRODUCER Huntleigh McGehee 8235 Forsyth Boulevard Suite 1200 Clayton, MO 63105	1-314-746-4700	CONTACT NAME: Karen Klockenkemper PHONE (A/C, No, Ext): 314-746-4775 E-MAIL ADDRESS: kklockenkemper@hmrisk.com	FAX (A/C, No): 314-889-3735
INSURED Capital Paving & Construction, LLC 221 Bolivar Street, Suite 400 Jefferson City, MO 65101		INSURER(S) AFFORDING COVERAGE	
		INSURER A: GREENWICH INS CO	NAIC # 22322
		INSURER B: ALLIED WORLD NATL ASSUR CO	10690
		INSURER C: XL SPECIALTY INS CO	37885
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 49058148

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RGE5000296-05	01/01/17	01/01/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			RAD500029505	01/01/17	01/01/18	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			0310-5013	01/01/17	01/01/18	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWR500029405	01/01/17	01/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

E: O' Rear Road & Tucker School Road Bridge Deck Repairs

County of Boone, Missouri is included as additional insured(except Workers Compensation) as required by written contract for all work performed by or on behalf of the named insured. Waiver of subrogation is included as required by written contract and where allowable by law. Per policy conditions, 30 days' notice of cancellation will be mailed to the certificate holder.

CERTIFICATE HOLDERCounty of Boone, Missouri
C/O Purchasing Dept

613 E. Ash Street

Columbia, MO 65201

USA

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

Michael F. Shenahan Jr

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ACORD 25 (2014/01)
kklockenkemper
49058148

The ACORD name and logo are registered marks of ACORD

CERTIFIED COPY OF ORDER

February Session of the January Adjourned

Term. 20 17

STATE OF MISSOURI }
County of Boone } ea.

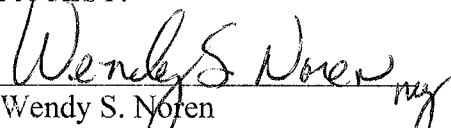
In the County Commission of said county, on the 16th day of February 20 17

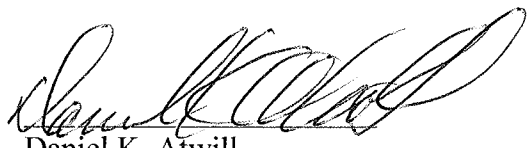
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached Emergency Management Performance Grant Mini-Application offered by the Missouri Department of Public Safety, State Emergency Management Agency.


Done this 16th day of February, 2017.

ATTEST:

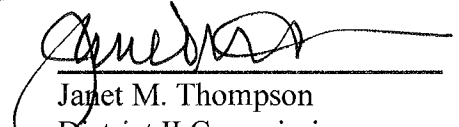

Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill

Presiding Commissioner


Fred J. Parry

District I Commissioner


Janet M. Thompson

District II Commissioner



Missouri Department of Public Safety
 State Emergency Management Agency
 2302 Militia Drive
 Jefferson City, MO 65102

Emergency Management Performance Grant Mini-Application

This direct assistance program is intended to provide up to \$25,000 to local Emergency Management Agencies to complete "shovel ready" projects that agencies otherwise would not be able to afford. Equipment purchases must be for sustainment purposes, or new capabilities must be identified in the state or regional THIRA.

All equipment requests must be identified by the Authorized Equipment List number and be allowable under the EMPG program. Projects cannot require an Environmental and Historical Preservation (EHP) due to the short turnaround time to complete the project. All approved projects must be completed by June 1, 2017. This application will be competitive and projects will be graded on allowability, if new projects fill a gap in the THIRA, past performance on completing projects timely, and need. Should a project go above the \$25,000, local agencies will be responsible for the remainder of the cost. If multiple projects are requested but remain under \$25,000 total, please list in order of highest priority. Applicants may attach quotes, pictures, etc. to the application for demonstration of need. Please be mindful of local, state and federal procurement policies. Email applications to Amy Lepper by February 17th, 2017 at 5:00 pm

ORGANIZATION NAME Boone County Office of Emergency Management	POINT OF CONTACT Della Luster
--	----------------------------------

EMAIL dluster@boonecountymo.org	PHONE 573-554-7907	Did agency receive EMPG funding in 2016? Yes <input checked="" type="radio"/> No <input type="radio"/>
------------------------------------	-----------------------	--

ADDRESS 2145 County Drive	CITY Columbia	STATE MO	ZIP CODE 65202
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Item Requested 17 KW Generators	Total Cost \$ 23,200	Quantity 6	AEL (If Applicable)
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Is the project sustainment? Yes <input type="radio"/> No <input checked="" type="radio"/>	New Project? Yes <input checked="" type="radio"/> No <input type="radio"/>	If new, does the project fill a gap in the THIRA? Yes <input checked="" type="radio"/> No <input type="radio"/>
---	--	---

Justification (Attach additional sheet if needed)

The Boone County Office of Emergency Management intends to procure six 17 KW Generac gasoline 120/240 generators with electric start. These generators will help our office meet an identified gap in preparedness resources as they can be utilized across our community during a disaster or emergency event. Our current resources do not meet the potential need found in our community and currently there is no funding available for such items.

Being the largest jurisdiction in Region F, our potential request for generator support by local municipalities far exceeds our actual capacity to meet this critical need. Procurement of six generators would allow for us to better ensure we are prepared to meet the needs of our community during a disaster or emergency. Conversely, given geographic distribution across Boone County, there likely will be occasions where more than one municipality is in need of these preparedness items. In that case, our current and limited supply would not meet the need of our community.

By procuring these six generators, Boone County Emergency Management hopes to meet a critical preparedness need in our community. We thank you for your consideration of this request and look forward to working with the State Emergency Management Agency in the future.

Item Requested	Total Cost	Quantity	AEL (If Applicable)
----------------	------------	----------	---------------------

Is the project sustainment? Yes <input type="radio"/> No <input type="radio"/>	New Project? Yes <input type="radio"/> No <input type="radio"/>	If new, does the project fill a gap in the THIRA? Yes <input type="radio"/> No <input type="radio"/>
--	---	--

Justification (Attach additional sheet if needed)

AUTHORIZED OFFICIAL NAME AND TITLE Daniel Atwill

TELEPHONE NUMBER 573-886-4306	CELL NUMBER	EMAIL ADDRESS datwill@boonecountymo.org	SIGNATURE
----------------------------------	-------------	--	---------------

PROJECT DIRECTOR NAME AND TITLE Terry Cassil, Director

TELEPHONE NUMBER 573-554-7909	CELL NUMBER 573-489-2155	EMAIL ADDRESS tcassil@boonecountymo.org	SIGNATURE
----------------------------------	-----------------------------	--	---------------



Application

78561 - FY17 Emergency Management Performance Grants - Final Application

78910 - FY2017 EMPG
 Emergency Management Performance Grants (EMPG) Local

Status: Editing Submitted Date:

Applicant Information

Primary Contact:

Name:* Ms. Della Luster
Title First Name Last Name

Job Title:* Administrative Coordinator

Email:* dluster@boonecountymo.org

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

City* Columbia Missouri 65202
City State/Province Postal Code/Zip

Phone:* 573-554-7907 Ext.

Fax:* 573-875-1072

Organization Information

Applicant Agency:* Boone County, Emergency Management Agency

Organization Type:* Government

Federal Tax ID#:* 436000349

DUNS #:* 073755977

CCR Code: Valid Until Date

Organization Website: www.showmeboone.com

Mailing Address:* 2145 County Drive

Street Address 1:

Street Address 2:

City* Columbia Missouri 65202 0000
City State/Province Postal Code/Zip + 4

County:* Boone

Congressional District:* 04

Phone:* 573-554-7900 Ext.

Fax:* 573-875-1072

Contact Information

Authorized Official

Enter the name and address of the individual who has the authority to legally bind the applicant agency.

- City Government - If the applicant agency is a city, the mayor/ city administrator shall be the Authorized Official.
- County Government - If the applicant agency is a county, the presiding commissioner shall be the Authorized Official.

Authorized Official:* Mr. Daniel Atwill
Title First Name Last Name

Job Title:* Presiding Commissioner
Agency:* Boone County Commission
Mailing Address:* 801 Walnut Suite 333
Street Address 1:
Street Address 2:
City/State/Zip* Columbia Missouri 65201
City State Zip Code
Email:* datwill@boonecountymmo.org
Phone:* 573-886-4306
Office Ext. Cell
Fax:* 573-886-4311

Project Director
For EMPG grants the EMD is the Project Director.

Emergency Management Director:* Mr. Terry Cassil
Title First Name Last Name
Agency:* Boone County Office of Emergency Management
Mailing Address:* 2145 County Drive
Street Address 1:
Street Address 2:
City/State/Zip* Columbia Missouri 65202
City State Zip Code
Email:* tcassil@boonecountymmo.org
Phone:* 573-554-7909
Office Ext. Cell
Fax* 573-875-1072

Fiscal Officer
For EMPG grants the City/County Treasurer is the Fiscal Officer.

Fiscal Officer:* Ms June Pitchford
Title First Name Last Name
Job Title:* Boone County Auditor
Agency:* Boone County Auditor
Mailing Address:* 801 E Walnut Room 304
Street Address 1:
Street Address 2:
City/State/Zip* Columbia Missouri 65201
City State Zip Code
Email:* jpitchford@boonecountymmo.org
Phone:* 573-886-4278
Office Ext. Cell
Fax* 573-886-4280

Project Contact Person
Is the Emergency Management Director and the Project Contact Person the same?* No
If the EMD & Project Contact are same it is not necessary to complete the Project Contact information.

Project Contact Person: Mr. Tom Hurley
Title First Name Last Name
Job Title: Deputy Director
Agency: Boone County Office of Emergency Management
Mailing Address: 2145 County Drive
Street Address 1:
Street Address 2:
City/State/Zip Columbia Missouri 65202

City _____ State _____ Zip Code _____
 Email: thurley@boonecountymo.org
 Phone: 573-554-7908
 Office _____ Ext. _____ Cell _____
 Fax: 573-875-1072

Project Narrative Justification

Project Title:	Project Type:	The requested funds will be used to:	Select the primary Core Capability that will be supported by this proposed project.	Select the primary Missouri State Homeland Security Strategy Goal Objective that will be supported by the proposed project.	Project Narrative Summary
FY2016 EMPG	Develop/enhance homeland security/emergency management organization and structure	Sustainment of Existing Project	Protection Operational Coordination	4.2 Emergency Operations Center Management	FY2016 EMPG Funds will be utilized to ensure resources and staff availability for the emergency operation center deployment on and as needed.

Staffing Pattern

Name:	Position:	Hire Date:
Terry Cassil	Director	12/01/2015
Tom Hurley	Deputy Director	01/19/2016
Della Luster	Administrative Coordinator	01/11/2016

Baseline Requirement #1 - Emergency Operations Center (EOC)

EOC Location:	EOC Street Address:	EOC City:	EOC State:	EOC Zip:	EOC Phone Number:	EOC Alternative Phone Number:	EOC Contact Person:	Contact Street Address:	Contact City:	Contact State:	Contact Zip:	Contact Phone Number:	Contact Cell Number:	Contact Email:
Boone County Emergency Comm.Center	2145 E. County Drive	Columbia	Missouri	65202	573-554-7900	573-554-7907	Tom Hurley	2145 County Drive	Columbia	Missouri	65202-	573-554-7908	573-268-0996	thurley@boonecountymo.org

Baseline Requirement #2 - Local Emergency Operations Plan (LEOP)

I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification document with identified changes.	Date of last LEOP update/review?	Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?	Upload updated LEOP:	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	06/14/2016	Yes		Meet EMPG Training Requirements	Continue EMPG Training Requirements	EMPG Training Requirements	EMPG Training Requirements

Baseline Requirement #3 - National Incident Management System (NIMS)

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	Check box if your agency answered 'No' for any questions 1 - 10?	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:	I understand my awarded agency must participate in the statewide Kind & Typing initiative. including development of a deployable assets list that supports the Kind & Typing initiative.
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No		Update Inventory and typing resources.	Update inventory and typing resources	Update inventory and typing resources (personnel in teams)	Update inventory and typing resources (facilities/supplies)	Yes

Baseline Requirement #4 - Training Requirements

1. All EMPG funded personnel have completed the minimum required FEMA trainings?	2. All EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises have completed the minimum required SEMA trainings?	If not all EMPG funded personnel have completed required trainings please explain why not:	Check box if your agency answered 'No' for any questions 1 - 2?	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	Yes						

Baseline Requirement #5 - Exercise Requirements

1. I understand all EMPG funded personnel shall participate in no less than two (2) discussion-based and one (1) operations-based exercises per calendar year.	2. I understand that all EMPG funded personnel are required to participate in a full scale exercise at a minimum of once every three (3) years.	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	Yes	EOC Activation- ESF Drills-Will be 5 total. 2/14 & 2/15/17 SEMA-Callaway Nuclear Power Plant Workshop/Tabletop 3/7/17 Severe Weather Drill ICS300 Incident Command System Storm Spotter Training	EOC-Activation -ESF Drills LEPC Hazmat Tabletop	EOC-Activation-ESF Drills	EOC-Functional Activation-ESF

Baseline Requirement #6 - Training & Exercise Plan Workshops (TEPW)

I understand that all EMPG sub-recipients are required to conduct or participate in an annual Training and Exercise Plan Workshop (TEPW).
Yes

Baseline Requirement #7 - WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.
Yes

Baseline Requirement #8 - THIRA

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA.
Yes

This Form Completed By:

Ms.	Della Luster	573-554-7907	02/06/2017	dluster@boonecountymo.org
-----	--------------	--------------	------------	---------------------------

Capitalization Level

Enter your agency's capitalization level. This is the level above which qualifying expenditures are recorded as fixed assets.

Capitalization Level:* \$1,000.00

Personnel

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
1	Terry Cassil	Director	Existing	Full Time	\$78,249.60	100.0	\$78,249.60	\$39,124.80	\$39,124.80
2	Tom Hurley	Deputy Director	Existing	Full Time	\$59,468.00	100.0	\$59,468.00	\$29,734.00	\$29,734.00
3	Della Luster	Administrative Coordinator	Existing	Full Time	\$35,110.40	100.0	\$35,110.40	\$17,555.20	\$17,555.20
								\$86,414.00	\$86,414.00

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

EMD-Plans, organizes and directs the operations of the EM program with local government, coordinates the EM program with other programs of the county, supervises all personnel assigned to the program, meets with local State and FEMA officials to coordinate the EM program.

Deputy Director-Assist the EMD in carrying out his assigned duties above.

Admin Coordinator-Maintains calendars for OEM and appointments, maintains records for EM related functions, prepares all the grant documents and pays all bills for OEM.

5000 character limit

Personnel Benefits

Line Item Code:	Name:	Indicate the % of total benefits:	Total Benefits:	Federal Portion:	Match Portion Provided:
1	Terry Cassil	19.62	\$15,349.75	\$7,674.87	\$7,674.88
2	Tom Hurley	22.2	\$13,201.14	\$6,600.57	\$6,600.57
3	Della Luster	29.52	\$10,364.63	\$5,182.31	\$5,182.32
				\$19,457.75	\$19,457.77

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

This includes Fica, health, dental, life insurance, retirement match, and workers compensation.

5000 Character Limit

Emergency Operation Center Supplies & Operating Expenses

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
4	Contractual (Services, Maintenance, Etc.)	Siren Maintenance	12.0	\$3,636.00	\$43,632.00	\$21,816.00	\$21,816.00
						\$21,816.00	\$21,816.00

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

Siren Maintenance of \$3,636.00 paid monthly to ensure our warning sirens function properly.

Emergency Operation Center Office Equipment

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
						\$0.00	\$0.00

Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

None

5000 Character Limit

Travel

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion:	Match Portion Provided:
					\$0.00	\$0.00

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency.

For conferences, identify the location, date(s), and attendee(s) of the conference.

None

5000 Character Limit

Total Budget

Personnel	\$86,414.00	\$86,414.00	\$172,828.00
	Federal	Match	Total
Benefits	\$19,457.75	\$19,457.77	\$38,915.52
	Federal	Match	Total
Supplies	\$21,816.00	\$21,816.00	\$43,632.00
	Federal	Match	Total
Office Equip	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Total	\$127,687.75	\$127,687.77	\$255,375.52
	Federal	Match	Total

Certification of Local Match

Type of Match:	Source Name	Match Amount
Hard	Boone County	\$127,687.77
		\$127,687.77

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding:* Yes
 Authorized Official Title:* Deputy Director
 Authorized Official Name:* Tom Hurley
 Authorized Official Phone #:* 573-554-7908
 Authorized Official Email:* thurley@boonecountymo.org
 Date Certified:* 02/06/2017

Audit Certification

We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded?* Yes

Federal Fund Schedule

Federal Grantor	Pass-Through Grantor	Program Name:	CFDA Number:	Contract Number:	Expenditures:
					\$0.00

Audit Details

Date last audit completed: 06/29/2016
 Dates covered by last audit: 01/01/2015 - 12/31/2015
 Last audit performed by: RubinBrown LLP
 Phone number of auditor: 314-290-3300
Upload feature is available outside of the edit mode. Save information in form and then upload previous audit file.
 Upload Last Audit* Boone County Audit 2015.pdf
If next audit information known complete remaining questions.
 Date of next audit: 06/01/2017
 Dates to be covered by next audit: 01/01/2016 - 12/31/2016
 Next audit will be performed by: RubinBrown LLP

Certified By:

*	Della	Luster	Admin Coordinator		
	First Name	Last Name	Title		
*	2145 County Drive	Columbia	Missouri	65202-	
	Address	City	State	Zip Code	
*	573-554-7907		dcluster@boonecountymo.org	02/06/2017	
	Telephone	Ext. Cell Phone	E-mail Address	Date	

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2017 EMPG grant.

I have read and am familiar with the following documents:

- 2017 EMPG Program Manual
- 2016 EMPG Notice of Funding Opportunity

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Tom Hurley
 Job Title:* Deputy Director
 Date:* 02/06/2017

Attachments

File Name	Description	File Size
Benefit Calculations 2017.pdf (1.1 MB)	Benefit Calculations 2017	1.1 MB
Blue Valley 2017 Purchase Order.pdf (235 KB)	Blue Valley Purchase Order-Siren Maintenance	235 KB
Salary & Benefit Spreadsheet.pdf (125 KB)	Salary & Benefits 2017	125 KB

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of

February

20

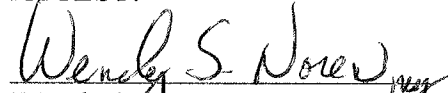
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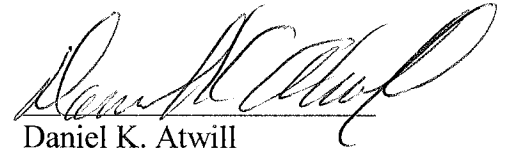
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached FY17 Emergency Management Performance Grant application offered by the Missouri Department of Public Safety.

Done this 16th day of February, 2017.

ATTEST:

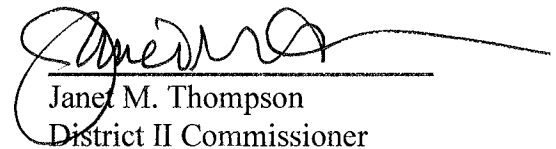

Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Fred J. Parry
District I Commissioner



Janet M. Thompson
District II Commissioner



Application

78910 - FY2017 EMPG
Emergency Management Performance Grants (EMPG) Local

78910 - FY2017 EMPG
 Emergency Management Performance Grants (EMPG) Local

Status: Editing Submitted Date:

Applicant Information

Primary Contact:

Name:* Ms. Della Luster
Title First Name Last Name
 Job Title:* Administrative Coordinator
 Email:* dluster@boonecountymo.org
 Mailing Address:* 2145 County Drive
 Street Address 1:
 Street Address 2:
 City* Columbia Missouri 65202
City State/Province Postal Code/Zip
 Phone:* 573-554-7907 Ext.
 Fax:* 573-875-1072

Organization Information

Applicant Agency:* Boone County, Emergency Management Agency
 Organization Type:* Government
 Federal Tax ID#:* 436000349
 DUNS #:* 073755977
 CCR Code:
Valid Until Date
 Organization Website: www.showmeboone.com
 Mailing Address:* 2145 County Drive
 Street Address 1:
 Street Address 2:
 City* Columbia Missouri 65202 0000
City State/Province Postal Code/Zip + 4
 County:* Boone
 Congressional District:* 04
 Phone:* 573-554-7900 Ext.
 Fax:* 573-875-1072

Contact Information

Authorized Official

Enter the name and address of the individual who has the authority to legally bind the applicant agency
 - City Government - If the applicant agency is a city, the mayor/ city administrator shall be the Authorized Official.
 - County Government - If the applicant agency is a county, the presiding commissioner shall be the Authorized Official.

Authorized Official:* Mr. Daniel Atwill
Title First Name Last Name

Job Title: Presiding Commissioner
Agency: Boone County Commission
Mailing Address: 801 Walnut Suite 333
Street Address 1:
Street Address 2:
City/State/Zip: Columbia Missouri 65201
City State Zip Code
Email: datwill@boonecountymo.org
Phone: 573-886-4306
Office Ext. Cell
Fax: 573-886-4311

Project Director

For EMPG grants the EMD is the Project Director.

Emergency Management Director: Mr. Terry Cassil
Title First Name Last Name

Agency: Boone County Office of Emergency Management
Mailing Address: 2145 County Drive
Street Address 1:
Street Address 2:
City/State/Zip: Columbia Missouri 65202
City State Zip Code
Email: tcassil@boonecountymo.org
Phone: 573-554-7909
Office Ext. Cell
Fax: 573-875-1072

Fiscal Officer

For EMPG grants the City/County Treasurer is the Fiscal Officer.

Fiscal Officer: Ms June Pitchford
Title First Name Last Name

Job Title: Boone County Auditor
Agency: Boone County Auditor
Mailing Address: 801 E Walnut Room 304
Street Address 1:
Street Address 2:
City/State/Zip: Columbia Missouri 65201
City State Zip Code
Email: jpitchford@boonecountymo.org
Phone: 573-886-4278
Office Ext. Cell
Fax: 573-886-4280

Project Contact Person

Is the Emergency Management Director and the Project Contact Person the same? No
If the EMD & Project Contact are same it is not necessary to complete the Project Contact information.

Project Contact Person: Mr. Tom Hurley
Title First Name Last Name

Job Title: Deputy Director
Agency: Boone County Office of Emergency Management
Mailing Address: 2145 County Drive
Street Address 1:
Street Address 2:
City/State/Zip: Columbia Missouri 65202

City: _____ State: _____ Zip Code: _____
 Email: thurley@boonecountymo.org
 Phone: 573-554-7908
 Office: _____ Ext.: _____ Cell: _____
 Fax: 573-875-1072

Project Narrative Justification

Project Title:	Project Type:	The requested funds will be used to:	Select the primary Core Capability that will be supported by this proposed project.	Select the primary Missouri State Homeland Security Strategy Goal Objective that will be supported by the proposed project.	Project Narrative Summary
FY2016 EMPG	Develop/enhance homeland security/emergency management organization and structure	Sustainment of Existing Project	Protection Operational Coordination	4.2 Emergency Operations Center Management	FY2016 EMPG Funds will be utilized to ensure resources and staff availability for the emergency operation center deployment on and as needed.

Staffing Pattern

Name:	Position:	Hire Date:
Terry Cassil	Director	12/01/2015
Tom Hurley	Deputy Director	01/19/2016
Della Luster	Administrative Coordinator	01/11/2016

Baseline Requirement #1 - Emergency Operations Center (EOC)

EOC Location:	EOC Street Address:	EOC City:	EOC State:	EOC Zip:	EOC Phone Number:	EOC Alternative Phone Number:	EOC Contact Person:	Contact Street Address:	Contact City:	Contact State:	Contact Zip:	Contact Phone Number:	Contact Cell Number:	Contact Email:
Boone County Emergency Comm.Center	2145 E. County Drive	Columbia	Missouri	65202	573-554-7900	573-654-7907	Tom Hurley	2145 County Drive	Columbia	Missouri	65202	573-554-7908	573-268-0996	thurley@boonecountymo.org

Baseline Requirement #2 - Local Emergency Operations Plan (LEOP)

I understand as a minimum requirement my awarded agency must update/review our LEOP every 2 years and maintain SEMA verification document with identified changes.	Date of last LEOP update/review?	Have you provided your State Emergency Management Agency (SEMA) Area Coordinator with your agency's LEOP?	Upload updated LEOP:	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	06/14/2016	Yes		Meet EMPG Training Requirements	Continue EMPG Training Requirements	EMPG Training Requirements	EMPG Training Requirements

Baseline Requirement #3 - National Incident Management System (NIMS)

1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	Check box if your agency answered 'No' for any questions 1 - 10?	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:	I understand my awarded agency must participate in the statewide Kind & Typing initiative. Including development of a deployable assets list that supports the Kind & Typing initiative.
Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No		Update inventory and typing resources	Update inventory and typing resources	Update inventory and typing resources (personnel in teams)	Update inventory and typing resources (facilities/supplies)	Yes

Baseline Requirement #4 - Training Requirements

1. All EMPG funded personnel have completed the minimum required FEMA trainings?	2. All EMPG funded exercise officers and management personnel involved in the design and evaluation of exercises have completed the minimum required SEMA trainings?	If not all EMPG funded personnel have completed required trainings please explain why not:	Check box if your agency answered 'No' for any questions 1 - 2?	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	Yes						

Baseline Requirement #5 - Exercise Requirements

1. I understand all EMPG funded personnel shall participate in no less than two (2) discussion-based and one (1) operations-based exercises per calendar year.	2. I understand that all EMPG funded personnel are required to participate in a full scale exercise at a minimum of once every three (3) years.	1st Quarter Planned Activities:	2nd Quarter Planned Activities:	3rd Quarter Planned Activities:	4th Quarter Planned Activities:
Yes	Yes	EOC Activation- ESF Drills-Will be 5 total. 2/14 & 2/15/17 SEMA-Callaway Nuclear Power Plant Workshop/Tabletop 3/7/17 Severe Weather Drill ICS300 Incident Command System Storm Spotter Training	EOC-Activation-ESF Drills LEPC Hazmat Tabletop	EOC-Activation-ESF Drills	EOC-Functional Activation-ESF

Baseline Requirement #6 - Training & Exercise Plan Workshops (TEPW)

I understand that all EMPG sub-recipients are required to conduct or participate in an annual Training and Exercise Plan Workshop (TEPW).
Yes

Baseline Requirement #7 - WebEOC

I understand that my awarded agency will be required to utilize WebEOC during incidents, events and related WebEOC trainings.
Yes

Baseline Requirement #8 - THIRA

I understand that all EMPG sub-recipients are required to participate in the development or maintenance of state or regional THIRA.
Yes

This Form Completed By:

Ms.	Delia Luster	573-554-7907	02/06/2017	dluster@boonecountymo.org
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Capitalization Level

Enter your agency's capitalization level. This is the level above which qualifying expenditures are recorded as fixed assets.

Capitalization Level: \$1,000.00

Personnel

Line Item Code:	Name:	Position Title:	Position Status:	Employment Status:	Total Annual Salary:	% of Grant Funded Time:	Total Salary Cost:	Federal Amount:	Match Portion Provided:
1	Terry Cessil	Director	Existing	Full Time	\$76,249.60	100.0	\$76,249.60	\$39,124.80	\$39,124.80
2	Tom Hurley	Deputy Director	Existing	Full Time	\$59,468.00	100.0	\$59,468.00	\$29,734.00	\$29,734.00
3	Delia Luster	Administrative Coordinator	Existing	Full Time	\$35,110.40	100.0	\$35,110.40	\$17,555.20	\$17,555.20
							\$86,114.00		\$86,414.00

Personnel Justification

For each position, provide narrative justification.

If you request a new position or an increase for a current position, please explain why it is being requested. How has the agency paid for this expense in the past?

EMD-Plans, organizes and directs the operations of the EM program with local government, coordinates the EM program with other programs of the county, supervises all personnel assigned to the program, meets with local State and FEMA officials to coordinate the EM program.

Deputy Director-Assist the EMD in carrying out his assigned duties above.

Admin Coordinator-Maintains calendars for OEM and appointments, maintains records for EM related functions, prepares all the grant documents and pays all bills for OEM.

5000 character limit

Personnel Benefits

Line Item Code:	Name:	Indicate the % of total benefits:	Total Benefits:	Federal Portion:	Match Portion Provided:
1	Terry Cassil	19.62	\$15,349.75	\$7,674.87	\$7,674.88
2	Tom Hurley	22.2	\$13,201.14	\$6,600.57	\$6,600.57
3	Della Luster	29.52	\$10,364.63	\$5,182.31	\$5,182.32
				\$19,457.75	\$19,457.77

Personnel Benefits Justification

If personnel benefits are included in the budget, provide percentage breakdown by position for each fringe benefit.

This includes Fica, health, dental, life insurance, retirement match, and workers compensation.

5000 Character Limit

Emergency Operation Center Supplies & Operating Expenses

Line Item Code:	Supply/Operation Type:	Item Name:	Quantity:	Unit Cost:	Total Supply and Operation Cost:	Federal Portion:	Match Portion Provided:
4	Contractual (Services, Maintenance, Etc)	Siren Maintenance	12.0	\$3,636.00	\$43,632.00	\$21,816.00	\$21,816.00
						\$21,816.00	\$21,816.00

Emergency Operations Center Supplies & Operating Expenses Justification

If supplies or operating expenses are included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used

Siren Maintenance of \$3,636.00 paid monthly to ensure our warning sirens function properly.

Emergency Operation Center Office Equipment

Line Item Code:	Item Name:	AEL Category:	Qty:	Unit Cost:	Total Office Equipment Costs:	Federal Portion:	Match Portion Provided:
						\$0.00	\$0.00

Emergency Operations Center Office Equipment Justification

If equipment is included in the budget, provide justification for each expense. Address why the item is necessary for the proposed project, who will use it, and how it will be used.

None

5000 Character Limit

Travel

Line Item Code:	Item Name:	Category:	Explanation of Other Travel:	Total Cost:	Federal Portion:	Match Portion Provided:
					\$0.00	\$0.00

Travel Justification

If travel is included in the budget, provide justification for each expense. Explain why it is necessary to the success of the proposed project. Include: schedule of travel, duration, location and frequency. For conferences, identify the location, date(s), and attendee(s) of the conference.

None

5000 Character Limit

Total Budget

Personnel	\$86,414.00	\$86,414.00	\$172,828.00
	Federal	Match	Total
Benefits	\$19,457.75	\$19,457.77	\$38,915.52
	Federal	Match	Total
Supplies	\$21,816.00	\$21,816.00	\$43,632.00
	Federal	Match	Total
Office Equip	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Travel	\$0.00	\$0.00	\$0.00
	Federal	Match	Total
Total	\$127,687.75	\$127,687.77	\$255,375.52
	Federal	Match	Total

Certification of Local Match

Type of Match:	Source Name	Match Amount
Hard	Boone County	\$127,687.77
		\$127,687.77

Supplanting

I, as my agency's Authorized Official certify that any funds awarded through the Emergency Management Performance Grant (EMPG) shall be used to supplement existing funds for program activities and will not replace (supplant) non-federal funds that have been appropriated for the purposes and goals of the grant.

Select box to certify understanding: Yes
 Authorized Official Title: Deputy Director
 Authorized Official Name: Tom Hurley
 Authorized Official Phone #: 573-554-7908
 Authorized Official Email: thurley@boonecountymo.org
 Date Certified: 02/06/2017

Audit Certification

We have exceeded the federal expenditure threshold of \$750,000 in federal funds during agency's last fiscal year. We will have our Single Audit or Program Specific Audit completed and will submit the audit report within nine (9) months after the end of the audited fiscal year.

Threshold Exceeded? Yes

Federal Fund Schedule

Federal Grantor	Pass-Through Grantor	Program Name:	CFDA Number:	Contract Number:	Expenditures:
					\$0.00

Audit Details

Date last audit completed: 06/29/2016
 Dates covered by last audit: 01/01/2015 - 12/31/2015
 Last audit performed by: RubinBrown LLP
 Phone number of auditor: 314-290-3300
Upload feature is available outside of the edit mode. Save information in form and then upload previous audit file.
 Upload Last Audit: Boone County Audit 2015.pdf
If next audit information known complete remaining questions.
 Date of next audit: 06/01/2017
 Dates to be covered by next audit: 01/01/2016 - 12/31/2016
 Next audit will be performed by: RubinBrown LLP

Certified By:

Della	Luster	Admin Coordinator	
<small>First Name</small>	<small>Last Name</small>	<small>Title</small>	
2145 County Drive		Columbia	Missouri
<small>Address</small>		<small>City</small>	<small>State</small>
573-554-7907		dluster@boonecountymo.org	02/06/2017
<small>Telephone</small>	<small>Ext. Cell Phone</small>	<small>E-mail Address</small>	<small>Date</small>

Certified Application Assurance

To the best of my knowledge and belief, all data in this application is correct and the document has been duly authorized by the governing body of the agency. As the applicant agency, we attest to and will comply with the requirements of the 2017 EMPG grant.

I have read and am familiar with the following documents:

2017 EMPG Program Manual
 2016 EMPG Notice of Funding Opportunity

I have provided copies of these documents to the Authorized Official and Project Director.

Your typed name as the applicant represents your acceptance of the requirements of this application.

Name:* Tom Hurley
 Job Title:* Deputy Director
 Date:* 02/06/2017

Attachments

File Name	Description	File Size
Benefit Calculations 2017.pdf (1.1 MB)	Benefit Calculations 2017	1.1 MB
Blue Valley 2017 Purchase Order.pdf (235 KB)	Blue Valley Purchase Order-Siren Maintenance	235 KB
Salary & Benefit Spreadsheet.pdf (125 KB)	Salary & Benefits 2017	125 KB

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of February

20 17

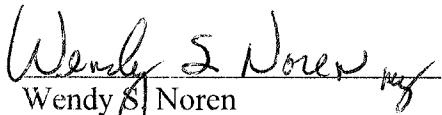
the following, among other proceedings, were had, viz:


Now on this day the County Commission of the County of Boone does hereby approve the attached agreement between Boone County and the Central Missouri Humane Society for animal shelter and related services.

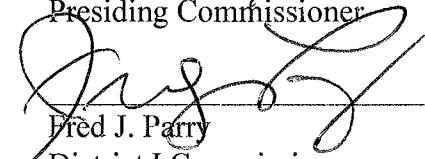
The terms of the Agreement are stipulated in the attached Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Agreement for Animal Shelter and Related Services.

Done this 16th day of February, 2017.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Fred J. Parry
District I Commissioner


Janet M. Thompson
District II Commissioner

AGREEMENT FOR ANIMAL SHELTER AND RELATED SERVICES

THIS AGREEMENT, dated the 16th day of February, 2017, is made and entered into by and between **Boone County Missouri**, a first class non-charter county and political subdivision of the State of Missouri, by and through its County Commission, herein "**County**," and the **Central Missouri Humane Society**, a Missouri not for profit corporation, herein "**Humane Society**".

WHEREAS, the County is authorized by law to regulate the possession, control and disposition of animals pursuant to section RSMo §192.330 and RSMo §§ 322.090 – 322.130; and

WHEREAS, the County has promulgated certain regulations relating to the control of animals as part of the Code of Health Regulations for Boone County, Missouri; and

WHEREAS, Humane Society has the ability and desire to provide the County with animal shelter and related services; and

WHEREAS, the parties wish to memorialize their agreement relating to animal shelter services.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to memorialize the parties' mutual undertaking with respect to animal shelter services and related animal services that the Humane Society will provide County for the duration of this agreement.
2. **COUNTY AGREEMENTS.**
 - a. County will pay to the Humane Society the sum of Ten Thousand Two Hundred and Sixty Dollars (\$10,260.00) for calendar year 2017 in exchange for the services the Humane Society will provide as outlined herein.
3. **HUMANE SOCIETY AGREEMENTS.**
 - a. Humane Society agrees to provide the County with an Animal Shelter for the reception and humane care of impounded animals described in this agreement as well as provide space and care for proper observation of at least three (3) animals per month which are seized and impounded as suspected rabies carriers.
 - b. Humane Society agrees to accept all abandoned, neglected or abused animals seized by health officials, animal control officers or law enforcement officers which are seized and impounded pursuant to the provisions of applicable Boone County Code of Health Regulations or the provisions of RSMo Chapter 578. All such animals

shall be disposed of as provided by said health regulations or applicable statutes in the event they are unclaimed.

- c. Humane Society agrees to assist County animal control officers and/or law enforcement officials in conducting animal abuse and neglect investigations within the unincorporated areas of Boone County, Missouri when requested.
 - d. Humane Society agrees to provide staff and/or volunteers to present educational programs to Boone County citizens as mutually deemed appropriate by the County and the Humane Society for purposes of teaching and promoting the humane care and maintenance of animals.
 - e. Humane Society agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this agreement.
4. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
 5. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of County and Humane Society. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
 6. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
 7. **TERM.** This Agreement shall be in effect from January 1, 2017, through and including December 31, 2017.
 8. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
 9. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
 10. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.

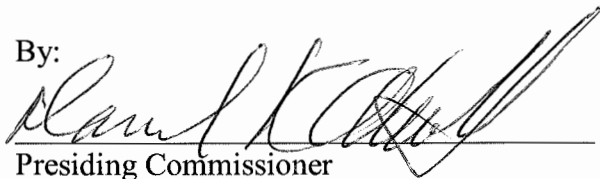
11. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.

12. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY, MISSOURI

By:


Presiding Commissioner

Date: 2-16-17

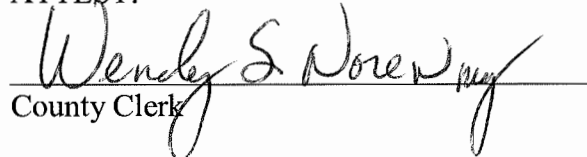
CENTRAL MISSOURI HUMANE SOCIETY

By:

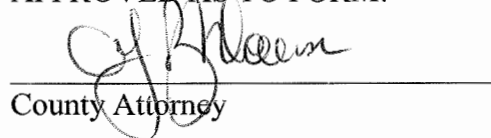

President, Board of Directors

Date: 1-27-17

ATTEST:

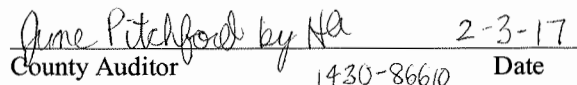

County Clerk

APPROVED AS TO FORM:


County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation 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.)


County Auditor 1430-86610 2-3-17 Date

CERTIFIED COPY OF ORDER

STATE OF MISSOURI

} ea.

February Session of the January Adjourned

Term. 20 17

County of Boone

In the County Commission of said county, on the

16th

day of February

20 17

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

Now on this day the County Commission of the County of Boone does hereby approve the Organizational Use of the Boone County Government Courthouse Plaza by Mid-Missouri Peaceworks for April 29, 2017 from 12:00 p.m. to 5:00 p.m.

Done this 16th day of February, 2017.

ATTEST:

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

Daniel K. Atwill

Daniel K. Atwill
Presiding Commissioner

Fred J. Parry

Fred J. Parry
District I Commissioner

Janet M. Thompson

Janet M. Thompson
District II Commissioner



Boone County Commission

APPLICATION FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The undersigned organization hereby applies for a use permit to use the Boone County Courthouse Plaza as follows:

Organization: Mid-Missouri Peaceworks

Address: 804-C E. Broadway

City: Columbia State: MO ZIP Code 65201

Phone: 573-875-0539 Website: www.midmopeaceworks.org

Individual Requesting Use: Mark Haim

Position in Organization: Director

Address: Same as above

City: _____ State: _____ ZIP Code _____

Phone: _____ Email: mail@midmopeaceworks.org

Event: Climate Action Rally

Description of Use (ex. Concert, speaker, 5K): Rally with speakers and likely some acoustic music

Date(s) of Use: April 29, 2017

Start Time of Setup: 12 noon AM/PM

Start Time of Event: 1 p.m. AM/PM (If start times vary for multiple day events, please specify)

End Time of Event: 4 p.m. AM/PM (If end times vary for multiple day events, please specify)

End Time of Cleanup: 5 p.m. AM/PM

Emergency Contact During Event: Laura Wacker Phone: 314-825-4444

Will this event be open to the public? Yes No

If yes, please explain the publicity that will be used to promote the event, including names and contact information of any promoters: _____

No promoters. Just grassroots publicity, e-mails, flyers, social media, etc.

Hard to estimate our last church rally drew 80. I hope for several hundred.

Hard to estimate our last church rally drew 80. I hope for several hundred.

How many attendees (including volunteers) do you anticipate being at your event? _____

If you anticipate more than 50 attendees (including volunteers) at your event, please detail your safety plan in the event of an emergency. If you have a separate Fire Safety, Public Safety and Evacuation Plan, please submit with application. _____

This is likely a small event and, in the unlikely event that we need to evacuate the area, we would simply encourage participants to walk away in an orderly fashion, and would assist any with mobility issues.

If you anticipate more than 1000 attendees (including volunteers), please provide the names and contact information of your crowd managers (1 per every 250 attendees): _____

N.A.

Will the majority of attendees be under the age of 18? Yes No

If yes, please note the number of adult supervisors in attendance: _____ # adults per _____ # minors

Will you need access to electricity? Yes No

Will you be using amplifiers? Yes No

Will you be serving food and/or non-alcoholic drinks? Yes No

If yes, will you be **selling** food and/or non-alcoholic drinks? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will you be serving alcoholic beverages? Yes No

If yes, will you be **selling** alcoholic beverages? Yes No

If yes, please provide the following with copies of licenses attached to application:

State Liquor License Number: _____

County Liquor License Number: _____

City Liquor License Number: _____

Will you be selling non-food items? Yes No

If yes, please provide the following with copies of licenses attached to application:

Missouri Department of Revenue Sales Tax Number: _____

County Merchant's License Number: _____

City Temporary Business License Number: _____

Will outside vendors be selling food, beverages or non-food items at this event? Yes No

If yes, please provide the following information (use separate sheet if necessary):

Vendor	Type of Sales	Contact Information	License Number(s)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Will you be requesting a road and/or sidewalk closure? Yes No

If yes, what road(s) and/or sidewalk(s)? _____

Please attach to application a copy of the order showing City of Columbia City Council approval.

Does your event include cooking or use of open flames? Yes No

If yes, please provide the Columbia Fire Department Special Events Permit Number: _____

Please attach to application a copy of the approved Columbia Fire Department Special Events Permit

Events that may pose increased responsibilities to the local law enforcement may be required to enlist the services of a professional security company. This will be determined by the Boone County Sheriff's Department and Boone County Commission. If necessary, have you hired a security company to handle security arrangements for this event?

Yes No

If yes, please provide the following:

Security Company: _____

Contact Person Name and Position: _____

Phone: _____ Email: _____

Will you be using portable toilets for your event? Yes No

**Please note: portable toilets are not permitted on the Boone County Courthouse Plaza grounds. Please contact the City of Columbia for options.

If your event is such that requires insurance per the Boone County Courthouse Plaza Rules and Regulations, please provide a copy of acquired insurance plan.

The undersigned organization agrees to abide by the following terms and conditions in the event this application is approved:

1. To notify the Columbia Police Department and Boone County Sheriff's Department of time and date of use and abide by all applicable laws, ordinances and county policies in using Courthouse Plaza grounds.
2. To abide by all rules and regulations as set forth in the Boone County Courthouse Plaza Rules and Regulations document updated July 11, 2013 and attached to this document.
3. To remove all trash or other debris that may be deposited (by participants) on the courthouse grounds and/or in rooms by the organizational use.
4. To repair, replace, or pay for the repair or replacement of damaged property including shrubs, flowers or other landscape caused by participants in the organizational use of courthouse grounds and/or carpet and furnishings in rooms.
5. To conduct its use of Courthouse Plaza grounds in such a manner as to not unreasonably interfere with normal courthouse and/or Boone County Government building functions.
6. To indemnify and hold the County of Boone, its officers, agents and employees, harmless from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature including costs, litigation expenses, attorney fees, judgments, settlements on account of bodily injury or property damage incurred by anyone participating in or attending the organizational use on the courthouse grounds and/or use of rooms as specified in this application.

Organization Representative/Title: Mark Haim, Director

Address: 804-C E. Broadway, Columbia, MO 65201

Phone Number: 573-875-0539 Date of Application: Feb. 8, 2017

Email Address: mail@midmopeaceworks.org

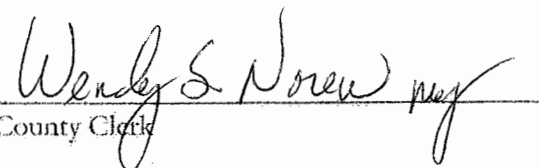
Signature: 

Applications may be submitted in person or by mail to the Boone County Commission, 801 E. Walnut, Room 333, Columbia, MO 65201 or by email to commission@boonecountymo.org.

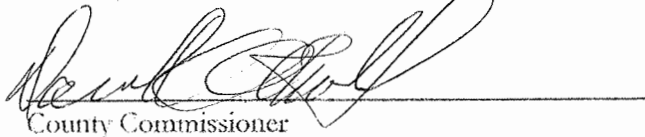
PERMIT FOR ORGANIZATIONAL USE OF BOONE COUNTY COURTHOUSE PLAZA

The County of Boone hereby grants the above application for permit in accordance with the terms and conditions above written. The above permit is subject to termination for any reason by duly entered order of the Boone County Commission.

ATTEST:


County Clerk

BOONE COUNTY, MISSOURI


County Commissioner

DATE: 2-16-17