

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby award RFP 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation to Rost Inc. It is further ordered the Presiding Commissioner is hereby authorized to sign said contract.

Done this 2nd day of August 2012.

ATTEST:

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

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Karen M. Miller
Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between Boone County, Missouri, by and through its County Commission (hereinafter referred to as Owner), and Rost Inc., (hereinafter referred to as Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's proposal 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:

1. **Project.** 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:

**Request for Proposal
For
Landscaping Services
For
Courthouse Plaza Renovation
RFP#19-01MAY12**

and agrees to perform all the work required by the Contract in strict accordance to the Plans and Specifications.

2. **Maintenance.** The Contractor shall furnish, manage and direct all personnel in the performance of their respective duties required to efficiently accomplish said services. Contractor shall be responsible for all wages, taxes, fringe benefits, workers' compensation insurance and any other costs, expense or charge levied or required by any federal, state or local laws relating to the employment of all Contractor's employees.

Optional services for maintenance may begin by order of the County following the one year warranty period and pricing is firm for five years as follows:

<u>Service(s)</u>	<u>Cost Each</u>	<u>Qty/Yr.</u>	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Yr. 4</u>	<u>Yr. 5</u>
Mulching	\$4,222.22	1	\$4,222.22	\$2,533.33	\$2,533.33	\$2,533.33	\$2,533.33
Spring Cleanup	\$1,920.00	1	\$1,920.00	\$1,920.00	\$1,440.00	\$1,440.00	\$1,080.00
Weekly Maintenance Checks	\$175.00	24	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00	\$4,200.00
Mid Summer Pruning	\$640.00	1	\$640.00	\$640.00	\$640.00	\$640.00	\$640.00
Fall Cleanup	\$640.00	1	\$640.00	\$640.00			
Plant Enhancement	\$800.00				\$800.00	\$800.00	\$800.00
Irrigation Startup	\$155.00		\$155.00	\$155.00	\$155.00	\$155.00	\$155.00
Irrigation Summer Check	\$100.00		\$100.00	\$100.00	\$100.00	\$100.00	\$100.00
Irrigation Winterization	\$155.00		\$155.00	\$155.00	\$155.00	\$155.00	\$155.00
Yearly Total			\$12,032.00	\$9,933.33	\$9,613.33	\$9,613.33	\$9,253.33

3. **Contract Documents.** 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 this Contract unless otherwise specified in writing.

- 3.1. Request for Proposal, including all incorporated terms and Annual Wage Order No.18
- 3.2. Addendums #1, #2, and #3 and Clarification / BAFO #1 and #2
- 3.3. Contractor Proposal
- 3.4. Agreed-upon Project Budget detail dated 7-23-2012
- 3.5. Submitted plans and specifications
- 3.6. Work Authorization Certification
- 3.9. Insurance Requirements
- 3.10. Contract Agreement
- 3.11. Contract Conditions
- 3.12. Sales/Use Tax Exemption
- 3.13. Special Project Conditions
- 3.14. Performance Bond
- 3.15. Labor and Material Payment Bond
- 3.16. Affidavit – OSHA Requirements
- 3.17. Affidavit – Prevailing Wage
- 3.18. State Prevailing Wage Rates
- 3.19. Notice to Proceed

It is understood and agreed that the work shall be done in accordance with the Contract Documents. The submitted plans and 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. If a conflict is identified in the Specifications and the Drawings, the more stringent requirement will govern the work. If a conflict is identified between this Contract Agreement and any incorporated item, the terms of this Contract Agreement, Contract Conditions, and Special Project Conditions, in the order presented, shall prevail and control over the conflicting terms.

4. **Progress of work and liquidated damages.** 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. All site preparations and daily clean up, including any related costs such as rental of dumpsters or parking, shall be the responsibility of Contractor. Contractor shall participate in meetings with Owner and/or Architect as requested to coordinate the work and administer the project. Contractor shall employ stormwater management practices appropriate to the project as required by Owner. The “Veteran’s Area” is defined as the portion of the project that extends south from the south front steps of the Boone County Courthouse. The Contractor agrees that the “Veteran’s Area” will be substantially completed on or before November 9, 2012, and that for each day beyond said date it will pay liquidated damages in the amount of \$750.00 per calendar day until that portion of the project is substantially completed.

5. **Missouri law to govern.** The parties hereto agree that this Contract in all things shall be governed by the laws of the State of Missouri.

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

7. **Records.** Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Owner's representative to evaluate the performance of such services. The Owner's representative shall have full and free access to such books and records at all times during normal business hours of Owner, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Owner shall have access to such records in the event any audit is required.

8 **Integration; Amendment.** It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

10. **Further efforts.** Both parties will, in good faith, engage in such further efforts and cooperate with each other, including the preparation of appropriate documentation, this is necessary or advisable in order to give effect to the intentions and agreements outlined herein.

11. **Contract Price.** *The Owner agrees to pay the Contractor in the amount not to exceed Seven Hundred Eighty Eight Thousand Eight Hundred Forty Seven Dollars and Twenty Eight Cents (\$788,847.28) 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. Payments shall be made as set out in these Contract Documents, and payment requests shall be made on forms approved by Owner.*

IN WITNESS WHEREOF, the parties hereto have signed and entered this agreement on
August 2, 2012 at Columbia, Missouri.
(Date)

ATTEST:

Wendy S. Noren
Wendy S. Noren, County Clerk

OWNER:

BOONE COUNTY, MISSOURI

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

ATTEST:

[Signature]
Secretary

CONTRACTOR:

ROST, INC.

By: [Signature]
Authorized Representative (Signature)

Toby Rost
Authorized Representative (Print or Type Name)

President
Title

Project Budget Oversight:

[Signature]
Accountant, Auditor's office

Approved as to Legal Form for Owner:

[Signature]
C.J. Dykhouse, Boone County Counselor

AUDITOR CERTIFICATION

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

Please return
to Auditor for
Certification after
Budget Amendment
is approved.

4030-71201 / \$788,847.28
Appropriation Amount

CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: “Party of the First Part” or “County” or “Owner” shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

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

“Owner’s Representative” shall mean the authorized representative of the Owner for whom the work is to be performed, as the context requires.

“Work” of the Contractor includes labor or material, or both.

“As directed”, “as required”, “as permitted”, “acceptable to” and words of like import shall mean that the direction, requirement or permission of the Owner’s Representative is intended.

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

PAYMENTS: The successful Contractor will be allowed payment not more than one time in any 30-day period, in accordance with the following schedule:

All invoices shall be directed to Boone County Facilities Maintenance, Attn: Bob Davidson, 613 E. Ash, Columbia, Missouri 65201. No later than 45 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

The Contractor shall, by affidavit, submit to the Owner’s Representative a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied and that the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the

County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

RELEASE OF RETAINED PERCENTAGES:

1. Prior to any release of retained percentage the Contractor shall file with the County the following:
 - a. An affidavit, to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
 - b. Written consent of the surety to such payment;
 - c. Lien Waivers signed by each supplier furnishing materials or subcontractors providing services to the project releasing all claims to said materials and/or services; and
 - d. Any other documents which may be required by the contract or the Owner's Representative.
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.
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.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor. Any claimed additional work or changes not agreed upon by County in writing and in advance shall be deemed completed as part of the Contractor's obligations under the base Contract agreement without any adjustment in price. The Contractor shall bear any increases in costs for required bonds due to approved change orders. The Contractor understands that standard deviations from drawings are not appropriate matters for change order consideration. Contractor shall use any forms required by Owner for any requested change orders.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE

APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

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.

PROSECUTION AND PROGRESS

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 Owner's Representative.
2. Contractor shall notify the Owner's Representative a minimum of forty-eight hours in advance of intent to perform Work.

AUTHORITY AND INSPECTION: The Owner's Representative shall have the authority to inspect the work at any time, to reject defective material, and to suspend and reject any work that is being improperly performed.

DISCHARGE OF EMPLOYEES: Owner reserves the right to require the removal from the site of the Work any employee of the Contractor or any subcontractor if, in the judgment of the Owner, such removal is necessary to protect the interest of the Owner, upon written notice from the Owner.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

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

SPECIFICATIONS AND PLANS: The Contractor shall keep at the job-site a copy of the plans and specifications representing "as-built conditions" and shall at all times give the County and the Owner's Representative 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 Owner's Representative, 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 Owner's Representative shall furnish from time to time such detail plans and other information as may be considered necessary, unless otherwise provided.

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

STATE WAGE RATE REQUIREMENTS

1. The Contractor and all Subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the Contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for four years from the date of final payment under the contract, for inspection by authorized representatives of the County and the Industrial Commission of Missouri.
2. The Contractor and all Subcontractors shall be required to submit to the Owner's Representative 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.
3. The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.
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.

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.

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.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods.

By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 ("Missouri Domestic Products Procurement Act") of the Revised Statutes of Missouri, 1987.

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 Owner's Representative, shall become necessary during such period. If there are deficient areas where plantings have died, where erosion occurs, where settlement occurs, or other defect becomes apparent to Owner during the one-year correction 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 Owner's Representative, delay would cause serious loss or damage, the repairs and/or replacements may be pursued by the County and charged to the Contractor.

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.

SPECIAL PROJECT CONDITIONS

SECTION 1 – PROJECT NAME AND LOCATION:

**Request for Proposal
For
Landscaping Services
For
Courthouse Plaza Renovation
RFP#19-01MAY12**

SECTION 2 - GENERAL

The Scope of Work in the bid package includes the following items in addition to all work shown or described in the documents:

- a. All work to be governed by and controlled by local, state and federal requirements for air pollution and disturbance of surrounding areas.
- b. If a contradiction in the contract documents occurs then the more restrictive interpretation shall prevail and be included in that respective contractor's bid.
- c. The responsibilities of each contractor are intended to coincide to provide a complete and total project. It is the responsibility of each Bidder to become familiar with the Construction Documents for the Project and identify and\y discrepancies or misunderstanding that may exist.
- d. Each Contractor shall become familiar with the any Subsurface Investigation Report as well as any other information provided for the preparation of his bid.
- e. All work on the site is to be performed safely in accordance with all Occupational Safety and Health Administration (OSHA) standards and safety programs. It is the responsibility of the Contractor to inform and educate all personnel working on the site of the safety requirements and insure that these policies are enforced each day.
- f. Consumption of alcohol or drugs on the site will not be permitted. The Owner reserves the right to remove anyone from the site for consumption of alcohol or drugs. Smoking is not allowed within the building.
- g. The Owner's representatives shall at all times have access to the work whenever it is in preparation or progress and the Contractor shall provide proper and safe facilities for such access and inspection.
- h. The Contractor shall be represented at the site by a competent full-time superintendent / foreman from the beginning of the work until acceptance.
- i. The Contractor and subcontractors are required to attend job progress meetings as required by the Owners representative.
- j. Work hours are 7:00 am until 4:30 pm – Monday through Friday, unless special arrangements are made with the Owners representative.

Revised II 7/23/12
SF

Item	Original Budget		Bid Total	Difference
Bonding	7,500.00		7,500.00	-
		Bond	7,500.00	
Demolition and Protection	73,000.00		83,900.00	10,900.00
		Concrete Demo	48,400.00	
		Dump Fees, Debris Removal	1,000.00	
		Demo Labor, Misc Labor	24,900.00	
		Protective Fencing	4,500.00	
		Tree Removal	5,100.00	
New Concrete	122,400.00		147,928.00	25,528.00
		Base Concrete 15,300 sqft	134,640.00	
		Additional Concrete 1,510 sqft	13,288.00	
Civil Work	35,000.00		22,000.00	(13,000.00)
		Civil Design, Site Layout	22,000.00	
		Property/Title Issue	-	
		Revised per Conversation 7-9-12		
		Minimal Geotechnical Testing, verbal per Terracon	Owner Cost	
		Minimal Site Testing (compaction) verbal per Terracon	Owner Cost	
		Rost Labor (8H)	600.00	
Landscape	96,500.00		96,500.00	-
		Bed Formation & Mulch	22,000.00	
		Plants (labor & material, 12 month warranty)	55,000.00	
45 Trees 2.5" or larger				
		6 Elm, 7 Trident Maple, 4 Fringe Tree, 6 Redbud,		
		5 Columnar Hornbeam, 6 Moonglow Magnolia,		
		6 Snow Drift Crabapple, 5 Oak/Maple		
400 Shrubs/Oriental Grasses 3-5 Gallon				
		Typical - Juniper, Shrub Rose, Viburnum, Hypericum, Boxwood, Hydrangea,		
		Buddleia, Ninebark, Ilex, Maiden Grass, Feather Reed Grass		
1,500 Perennial/Ground Cover 4"-1 Gallon				
		Typical - Liriope, Daylily, Sedum, Coneflower, Daisy, Nepeta, Sage		
		Turf	4,500.00	
		Soil	15,000.00	
Pavers	75,750.00		71,400.00	(4,350.00)
		Base Budget	75,600.00	
		Less pavers removed 200 sqft	(4,200.00)	
Stone Walls	70,000.00		74,000.00	4,000.00
		Regency Wall	74,000.00	
Site Boulders & Conversation Ring	24,000.00		30,000.00	6,000.00
		80 Tons Weathered Site Stone	24,000.00	-
		20 Tons Conversation Ring	6,000.00	-
Monument Relocation	5,000.00		5,000.00	-
		Monument Relocation	5,000.00	-
Irrigation	15,000.00		15,000.00	-
		Turf/Bed Irrigation	15,000.00	-
Ornamental Fence	5,000.00		5,000.00	-
		Fence Around Café Patio	5,000.00	-
Storm Water	15,000.00		21,780.00	6,780.00
		Storm Water	21,780.00	-

Electrical	70,000.00		88,480.00	18,480.00
	Material and Labor	45,380.00		
	Fixture Allowance	40,100.00		
	(11) Type A Fixtures			
	(2) Type B Fixtures			
	(2) Type D Fixtures			
	Engineering	3,000.00		
Mobilization, Machine, Misc	18,000.00		32,040.00	14,040.00
Parking, Sidewalk Closure, Machine, Re-use Bollard, Clean up, Supervision		32,040.00		
	Excavator (2 Months)	6,000.00		
	Skid Loader (3 Months)	9,000.00		
	Dump Fees	700.00		
	Parking (3 spots)	4,320.00		
Sidewalk Closure (Barrells & Signs per sheet C4.1)		1,820.00		
Supervision and Management (50H)		3,000.00		
Jobsite Clean Up (120H)		7,200.00		
Total Bid	632,150.00		Current Total	700,528.00
				68,378.00

OPTIONS

New Bollards			15,835.00	
	If utilization of existing bollards is not preferred by Commission			
Concrete Sealer Option			10,720.95	
	Subject to change based upon sealer selected by Commission			
5 Medalians Wall			16,496.67	
	Subject to change based upon final location			
West Wall to Match Medalian Wall			16,496.67	
	Subject to change based upon final location			
Sign Pedestals			Owner Cost	
	Subject to change based upon pedestals selected by Commission			
	Excludes design & printing			
Civil As-Builts			340.00	
	Revised per Conversation 7-9-2012			
Storm Water Option			9,350.00	
	(2) Additional Drain Inlets to Allow for Better Site Drainage			
Memorial Electric			19,080.00	
	Material and Labor	4,330.00		
	Fixture Allowance	14,750.00		
	(3) Type A Fixtures			
	(10) Type D Fixtures			
			Current Options	88,319.28
Owner Cost:				10,060.00
	Geotechnical, Site testin	4,400.00		
	Signage	5,660.00		
			Owner Cost	10,060.00

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

June 1, 2012

Rost Inc.
Attn: Jake Frink
2450 Trails West Ave.
Columbia, MO 65202

E-mail: JFRINK@ROSTLANDSCAPING.COM

RE: Clarification / Best & Final Offer #2 to 19-01MAY12 – *Landscaping Services for Courthouse Plaza Renovation*

Dear Mr. Frink:

In accordance with section 5.1.2. of RFP number 19-01MAY12 – *Landscaping Services for Courthouse Plaza Renovation*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Rost.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #2, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request may be your final opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by 4:00 p.m. June 7, 2012 by U.S. mail or e-mail to mbobbitt@boonecountymo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #2

BOONE COUNTY - MISSOURI
PROPOSAL NUMER AND DESCRIPTION: 19-01MAY12 – Landscaping Services for
Courthouse Plaza Renovation

CLARIFICATION / BEST AND FINAL OFFER FORM #2

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 4:00 p.m. June 7, 2012 by U.S. mail or E-mail.

I. CLARIFICATION – please provide a response to the following requests.

- 1.1. Does the proposed budget of \$632,150.00 include plug and play at the stage as was discussed during the presentation on June 1?
- 1.2. Did the proposed design take into consideration ADA compliance? (i.e. walk going down the hill, ramp to the stage, etc).
- 1.3. Where is the final placement for the medallions?
- 1.4. Can the high light poles be relocated and used in an appropriate place in the design?

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: ROST WC

Address: 2450 Trails West Ave

Telephone: 573-445-4465 Fax: 573-446-0899

Federal Tax ID (or Social Security #): 431573734

Print Name: JANE FRANK Title: PM
Signature: [Handwritten Signature] Date: 6/6/12

E-mail: jfrank@rostlandscaping.com

Rost Inc Response to Clarification Questions – BAFO #2

1.1 We believe the revised budget would allow for a plug and play system. Since our meeting on June 1st we have spoken with electrical contractors and engineers and both feel the budget is sufficient for a basic system. A point made by both parties worth noting was that systems such as this are quickly outdated. We advise further research with electrical engineers on our best long term options regarding the plug and play systems.

1.2. ADA compliance is comparable to the existing site. Civil plans will be developed to meet ADA compliance. If issues arise during the civil design phase the county will be notified of the issue and recommendations will be made to meet compliance.

1.3. Final placement had not been decided. One recommendation is to place the medallions in the radius turf area between the memorials and the columns. The medallions could be placed on individual stones much like the setting boulders. This is the same material as the stage and café walls. An alternate location would be the west side of the column/memorial area, next to the large open turf area. An alternate mounting method other than the boulders or stone would be to pour concrete walls or pedestals.

1.4. We are unclear as to exactly what poles these are, but existing light poles should be able to be salvaged and re-used. In meeting with another demolition contractor we have learned that many of the street lights and signals cannot simply be cut around but may require removal and replacement. This utility work had not been accounted for in original budgets as we had intended to leave all light/traffic poles in place.

Boone County Purchasing



Melinda Bobbitt, CPPB
Director

613 E. Ash Street, Room 110
Columbia, MO 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymmo.org

May 16, 2012

Rost Inc.
Attn: Jake Frink
2450 Trails West Ave.
Columbia, MO 65202

E-mail: JFRINK@ROSTLANDSCAPING.COM

RE: Interview and Clarification / Best & Final Offer #1 to 19-01MAY12 – *Landscaping Services for Courthouse Plaza Renovation*

Dear Mr. Frink:

In accordance with section 5.1.2. of RFP number 19-01MAY12 – *Landscaping Services for Courthouse Plaza Renovation*, this letter shall constitute an official request by the County of Boone - Missouri to enter into competitive negotiations with Designer Landscape.

Your firm has been selected for interview.

Date: Friday, June 1, 2012
Time: 9:00 a.m. – 10:00 a.m. central time
Location: Boone County Purchasing
Boone County Annex
613 E. Ash Street, Conference Room
Columbia, MO 65201

Presentation: Present your background and approach to this project.

In addition, the evaluation team would like for you to address the attached clarification questions in writing and also during your interview. Questions will be asked by our evaluation team throughout or at the end of your presentation/interview. We will have a laptop and projector available if needed. Besides myself, there will be eleven evaluation team members present.

The attached Clarification / Best and Final Offer Form includes any changes being made to the RFP as a result of this BAFO request. The Best and Final Offer Form must be completed, signed by an authorized representative of your organization, and returned with your detailed Clarification / Best and Final Offer response.

As a result of this request for Clarification / Best and Final Offer #1, you may now modify the pricing of your proposal and/or may change, add information, and/or modify any part of your proposal. Please understand that your response to this BAFO request may be your final

opportunity to ensure that (1) all mandatory requirements of the RFP have been met, (2) all RFP requirements are adequately described since all areas of the proposal are subject to evaluation, and (3) this is your best offer, including a reduction or other changes to pricing.

You are requested to respond to this BAFO by 4:00 p.m. May 30, 2012 by U.S. mail or e-mail to mbobbitt@boonecountymmo.org.

You are reminded that pursuant to Section 610.021 RSMo, proposal documents including any best and final offer documents are considered closed records and shall not be divulged in any manner until after a contract is executed or all proposals are rejected. Furthermore, you and your agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all questions or comments regarding the RFP, the evaluation, etc., to the buyer of record. Neither you nor your agents may contact any other County employee or evaluation committee member regarding any of these matters during the negotiation and evaluation process. Inappropriate contacts or release of information about your proposal response or BAFO are grounds for suspension and/or exclusion from specific procurements.

If you have any questions regarding this Clarification / BAFO request, please call (573) 886-4391 or e-mail Mbobbitt@boonecountymmo.org. I sincerely appreciate your efforts in working with Boone County - Missouri to ensure a thorough evaluation of your proposal.

Sincerely,



Melinda Bobbitt, CPPB
Director of Purchasing

cc: Evaluation Team
Proposal File

Attachments: Clarification / Best and Final Offer (BAFO) Form #1

BOONE COUNTY - MISSOURI

PROPOSAL NUMBER AND DESCRIPTION: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

CLARIFICATION / BEST AND FINAL OFFER FORM #1

This Clarification / BAFO is issued in accordance with the Instructions to Offeror and is hereby incorporated into and made a part of the Request for Proposal Documents. Offeror is reminded that receipt of this Clarification / BAFO must be acknowledged and submitted on or before 4:00 p.m. May 30, 2012 by U.S. mail or E-mail.

I. CLARIFICATION – please provide a response to the following requests.

- 1.1. Your proposal response exceeds County's original stated budget range (page 8 of original RFP). How can the design be amended to meet the budgetary needs of the County? This is of utmost and primary concern.
- 1.2. The specific design costs by element and the construction costs by element are not line item budgeted as requested in Addendum #1, paragraph 4. This denies us the ability to decide what aspects to keep or leave based on cost criteria. Can you break out individual pricing on each design items/elements and construction costs as identified in your proposal?
- 1.3. The County would prefer a multi use space rather than a fixed stage to accommodate a wider variety of uses. We are concerned about the amount of space taken up by the permanent stage. What other options might there be for a more flexible space?
- 1.4. Council Ring design theme does not match County's vision for this space.
- 1.5. There is not enough shade or cover in the café patio area. What would your suggestion be to make the café patio more sheltered from the elements?
- 1.6. Access to the alley between the Government Center and Bleu seems to be blocked. This area needs to have open access for deliveries. How can we fix this?
- 1.7. Electrical outlets are needed by the Memorial. Are electrical outlets included around the Veteran's Memorial? If not please include an itemized price.
- 1.8. In the Native Garden as shown, the grade appears such that the mulch may wash down on to the paved area. What would be your solution to a possible run off problem?
- 1.9. The DVD presentations provided did not play. We would like a DVD presentation that will play on Windows Media Player or during your scheduled presentation.
- 1.10. The design proposed appears to not include permanent seating and informational kiosks. Can you clarify?

In compliance with this BAFO request, the Offeror agrees to furnish the services, equipment, supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFP and this BAFO request and is authorized to contract on behalf of the firm. Note: This form must be signed. All signatures must be original and not photocopies.

Company Name: ROST INC

Address: 2450 TRAILS WEST AVE
COLUMBIA, MO 65202

Telephone: 573-445-4465 Fax: 573-446-0899

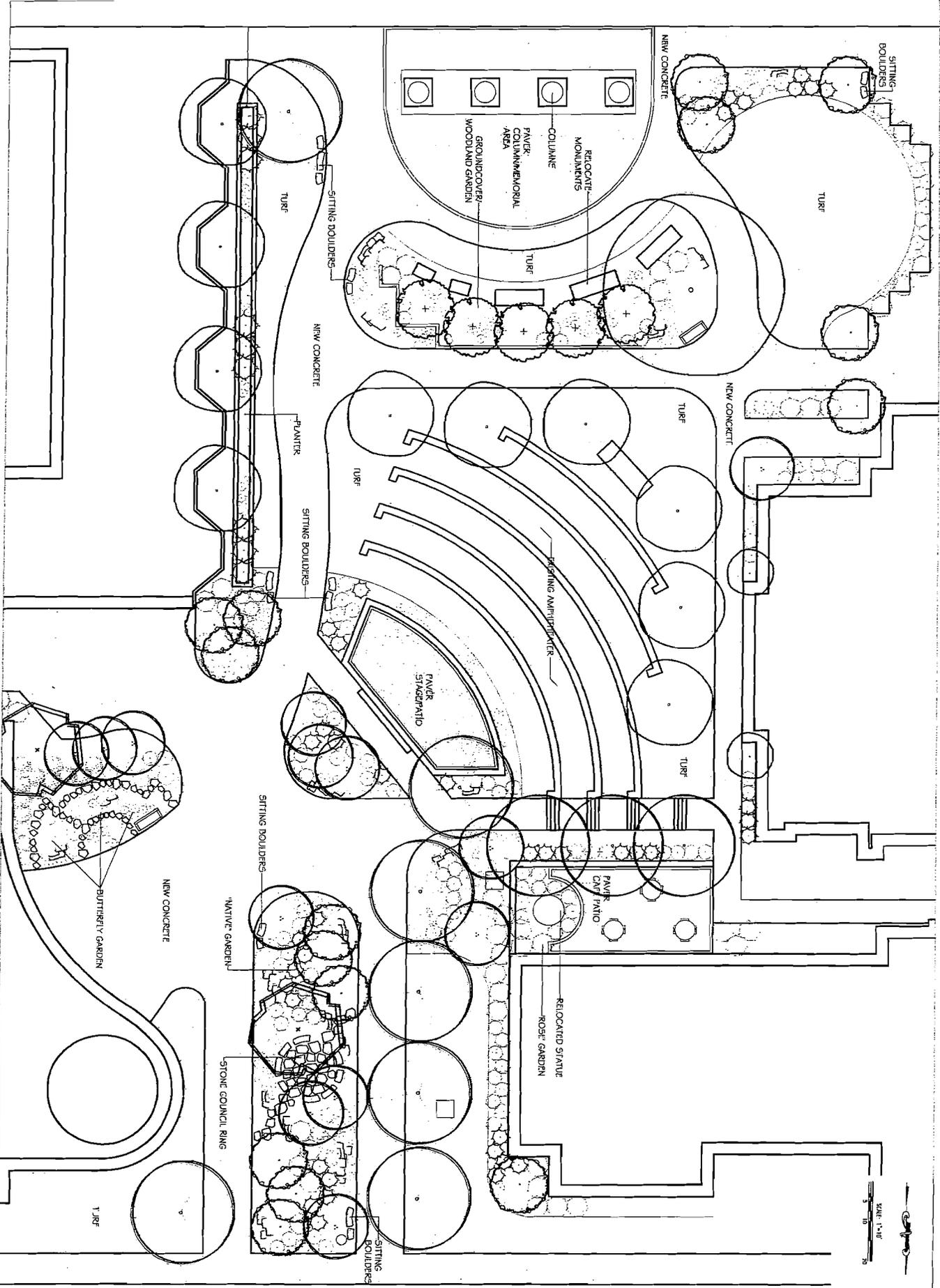
Federal Tax ID (or Social Security #): 431573734

Print Name: JAKE FRANK Title: PM
Signature: JAKE FRANK Date: 5/31/12

E-mail: JFRANK@ROSTLANDSCAPING.COM

Rost Inc Response to Clarification Questions

- 1.1. At our Friday meeting we will offer amended versions which through reduction and or elimination of elements will better meet the budgetary needs of the County. Attached you will find an amended 'Revised Concept' and corresponding budgets. This is a reflection of minor revisions to our original concept/budget. Such revisions include but are not limited to: reduced plantings, shortened stage height, reduced patio size and alleyway access.
A second amended 'Budget Concept' has also been attached with corresponding budgets. This is a drastically revised concept that has been amended to further reduce the overall cost. This 'Budget Concept' includes changes such as: elimination of pavers, reduction in plantings, replacing natural stone walls with block walls, elimination of council ring and low voltage lighting.
- 1.2. Designing and estimating a project of this size requires us to utilize several services and disciplines. Some of which in proper practice must approach estimating holistically and therefore cannot be unit priced based without the County incurring cost. Our goal for our next meeting is to break out individual areas to the best of our ability. The amended plan and budgets will have major items broken out as separate areas. Due to the nature of some items though, such as demolition, civil work, electrical, etc will need to remain as lump sum bids.
- 1.3. By lowering the "stage" to seat wall height, we can create an additional patio and gathering space.
- 1.4. The council ring is proposed to offer permanent seating to a larger planting bed area and therefore making it a multi-use space. Its natural materials are in keeping with the feature stones placed throughout the design and matches the native garden concept for this area. If the County would prefer a more modern material we could do so or eliminate the council ring all together. The native garden concept hoped to offer the County an area to endorse sustainable practices for its citizens.
- 1.5. There are several options for offering shade or cover for the café patio area. With budget chiefly in mind, shade trees would suffice in offering a sense of cover and protection. A metal structure would most likely be cost prohibitive and a wood structure would seem out of place for a courthouse plaza.
- 1.6. A revision has addressed this question and the alley is now open.
- 1.7. We've offered a budget that adequately lights the site and we can adjust exact locations as needed during the negotiation/contract period based on engineering and expressed need. Electric can be added to this area during the electric engineering phase which will occur after final plan and elements have been decided.
- 1.8. Runoff would be especially rare as grade change is appropriately negotiated using outcrop/ledgerock. This feature is difficult to represent in plan view; however, it is a very common practice in the landscape industry and one at which we excel.
- 1.9. An internet link has been provided to Melinda Bobbitt.
- 1.10. Areas/features labeled as sitting boulders act as permanent seating. There are also opportunities to reuse existing benches and two areas have been drawn on the original general site plan. Kiosks and their locations can be decided and budgeted based on final design. For example, a kiosk explaining the features of the butterfly garden and the native garden was originally considered. Kiosks may be added to final design if desired. If budgets allow for kiosks they may be provided. Input on final design, size, and content from the County is needed.



LANDSCAPE DEVELOPMENT FOR
BOONE COUNTY PLAZA
 COLUMBIA MISSOURI



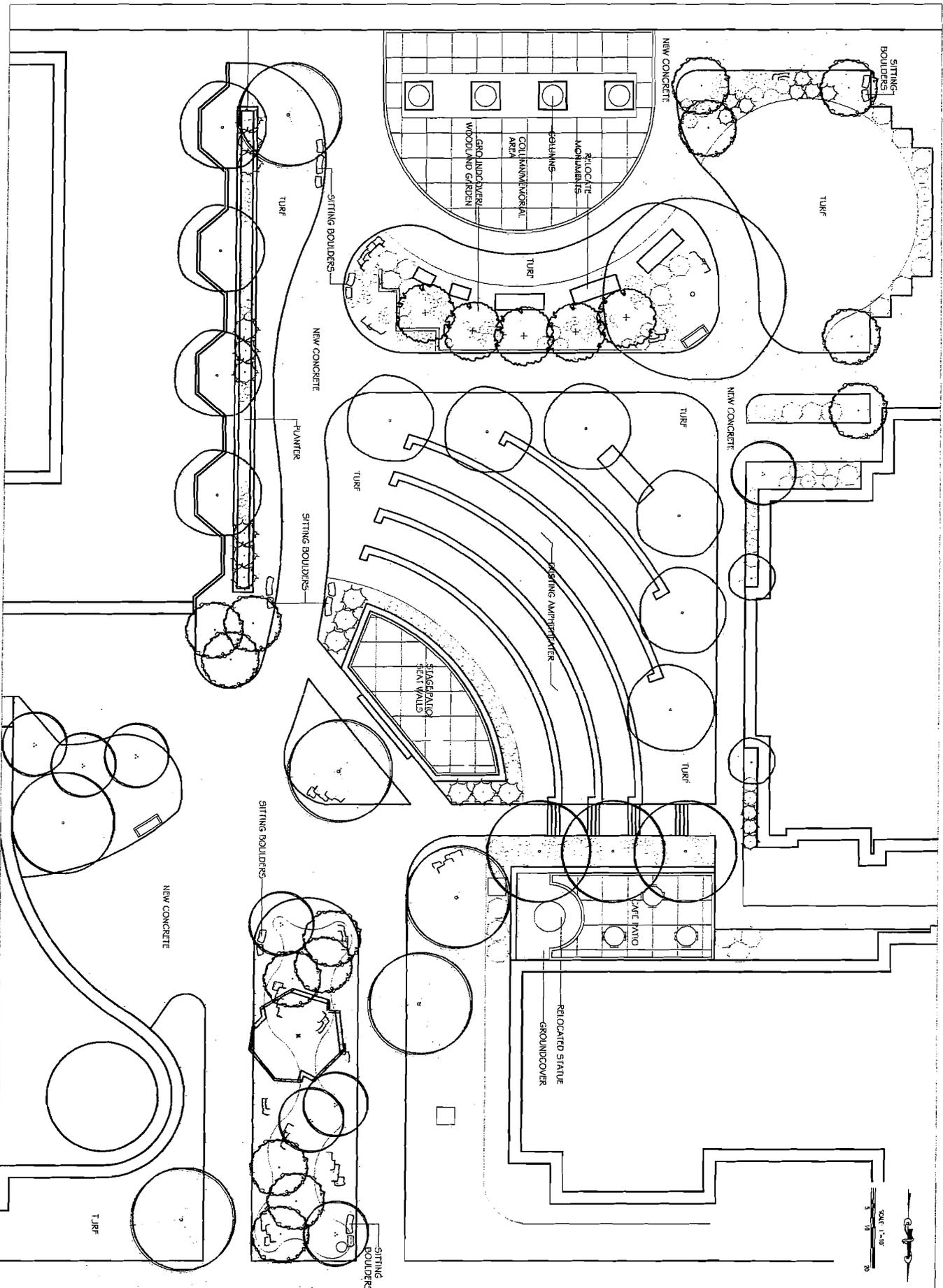
LANDSCAPE CONSULTANTS
 285 TOWN WEST AVENUE
 COLUMBIA, MISSOURI
 65204-4440
 WWW.ROSEINC.COM

DATE: 5.13
 DESIGNER: TIM JIM, AIA
 SCALE: 1" = 10'
 REVISIONS:
 5.31.12
 SHEET NAME:
 "REVISED CONCEPT"
 SHEET NUMBER:

LS1
 PROJECT: BOONE COUNTY PLAZA
 LOCATION: 1000 BOONE COUNTY PLAZA
 COLUMBIA, MISSOURI 65204-4440
 DRAWN BY: TIM JIM, AIA
 CHECKED BY: [REDACTED]
 DATE: 5.13.12

PROJECT BUDGETS/BREAKDOWN (REVISED CONCEPT)

Existing Site Feature Demolition	50,000.00
New Concrete Walks and Plaza	122,400.00
Civil/Site Engineering and Testing	40,000.00
Site Planting Preparation, Planting and Turf	96,500.00
Site Boulders and Stone Seating	24,000.00
Site Irrigation	15,000.00
Site Lighting	70,000.00
Site Bonding, Mobilization, Protection, Etc	30,500.00
Monument Relocation and Column Plaza Patio	58,300.00
Stage/General Use Patio Wall and Pavers	44,650.00
Café Patio Wall , Pavers, and Fencing	64,100.00
Stone Council Ring Patio	<u>16,700.00</u>
Total	632,150.00



LANDSCAPE CONSULTING
 SUPERIOR QUALITY DESIGN
 AND TRADITIONAL VALUES
 COLUMBIA, MISSOURI
 573-744-4444
 WWW.ROSEINC.COM

LANDSCAPE DEVELOPMENT FOR
BOONE COUNTY PLAZA
 COLUMBIA MISSOURI

DATE: 5.17
 DESIGNER: TRIN J. J. A. J.
 SCALE: 1" = 10'-0"
 NUMBER: 3.11.2
 SHEET NAME: BUDGET CONCEPT
 SHEET NUMBER: L51

THIS PLAN IS THE PROPERTY OF ROSE INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ROSE INC.

PROJECT BUDGETS (BUDGETARY CONCEPT)

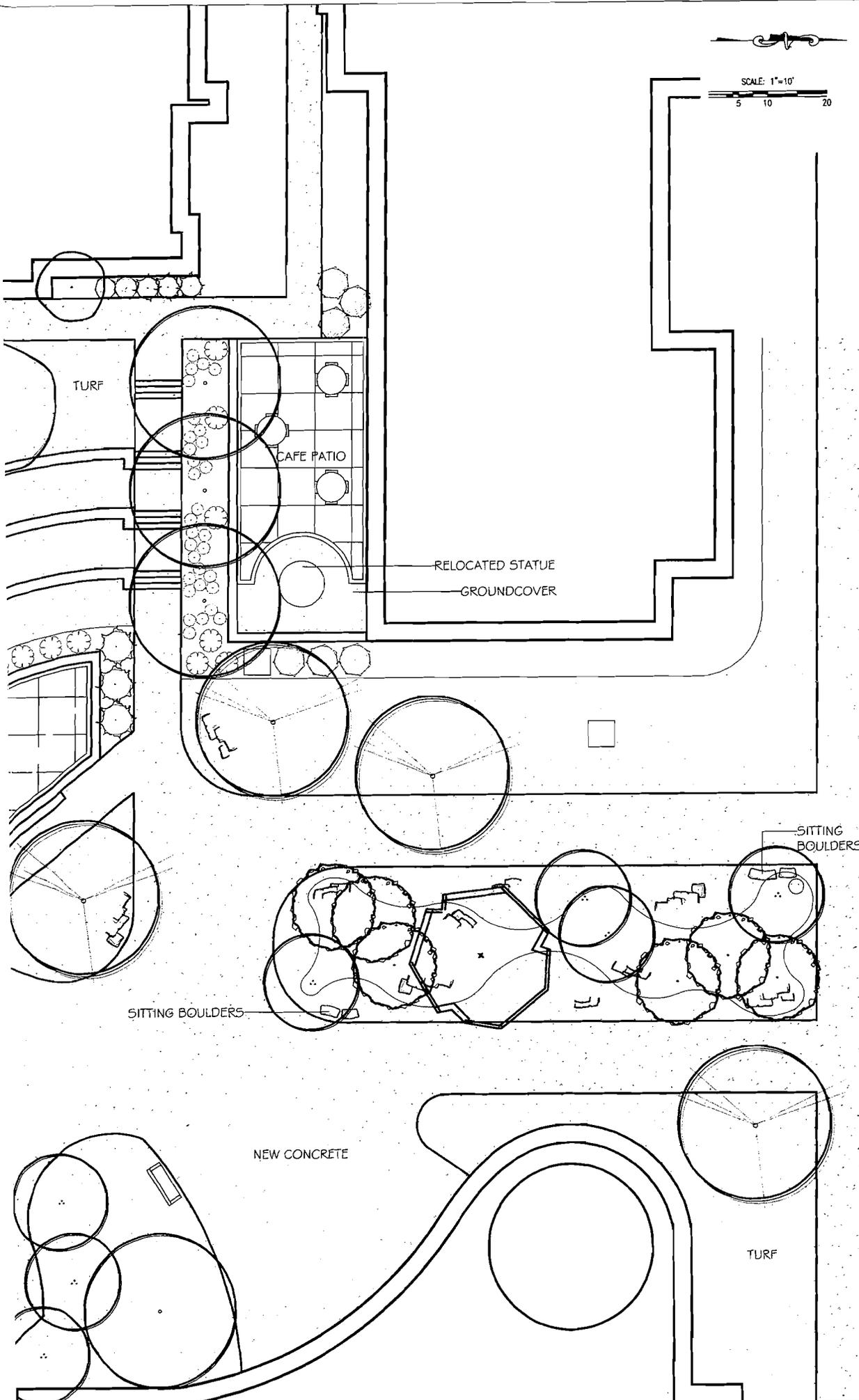
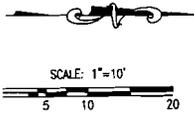
Existing Site Feature Demolition	50,000.00
New Concrete Walks and Plaza	122,400.00
Decorative Concrete Patio Areas	40,000.00
Monument Relocation	5,000.00
Stage Electrical	20,000.00
Café Fencing	5,000.00
Site Topsoil	15,000.00
Planting Bed Preparation and Mulching	13,000.00
Plant Material and Planting	35,000.00
Sod Installation	6,000.00
Site Boulders	15,000.00
Composite Block Walls Stage and Patio	26,500.00
Site Lighting (Low Voltage)	20,000.00
Site Irrigation	15,000.00
Civil Engineering	30,000.00
Civil Staking	5,000.00
Geotechnical Testing	5,000.00
Storm Water	15,000.00
Site Fencing/Protection	8,000.00
Mobilization and Bonding	22,500.00
Total	473,400.00



LANDSCAPE CONTRACTORS
SUPERIOR GARDEN CENTER
SALT CREEK TREE FARMS

2450 TRAILS WEST AVENUE
COLUMBIA, MO 65202
(573) 445-4465

WWW.ROSTLANDSCAPING.COM



LANDSCAPE DEVELOPMENT FOR
BOONE COUNTY PLAZA
COLUMBIA MISSOURI

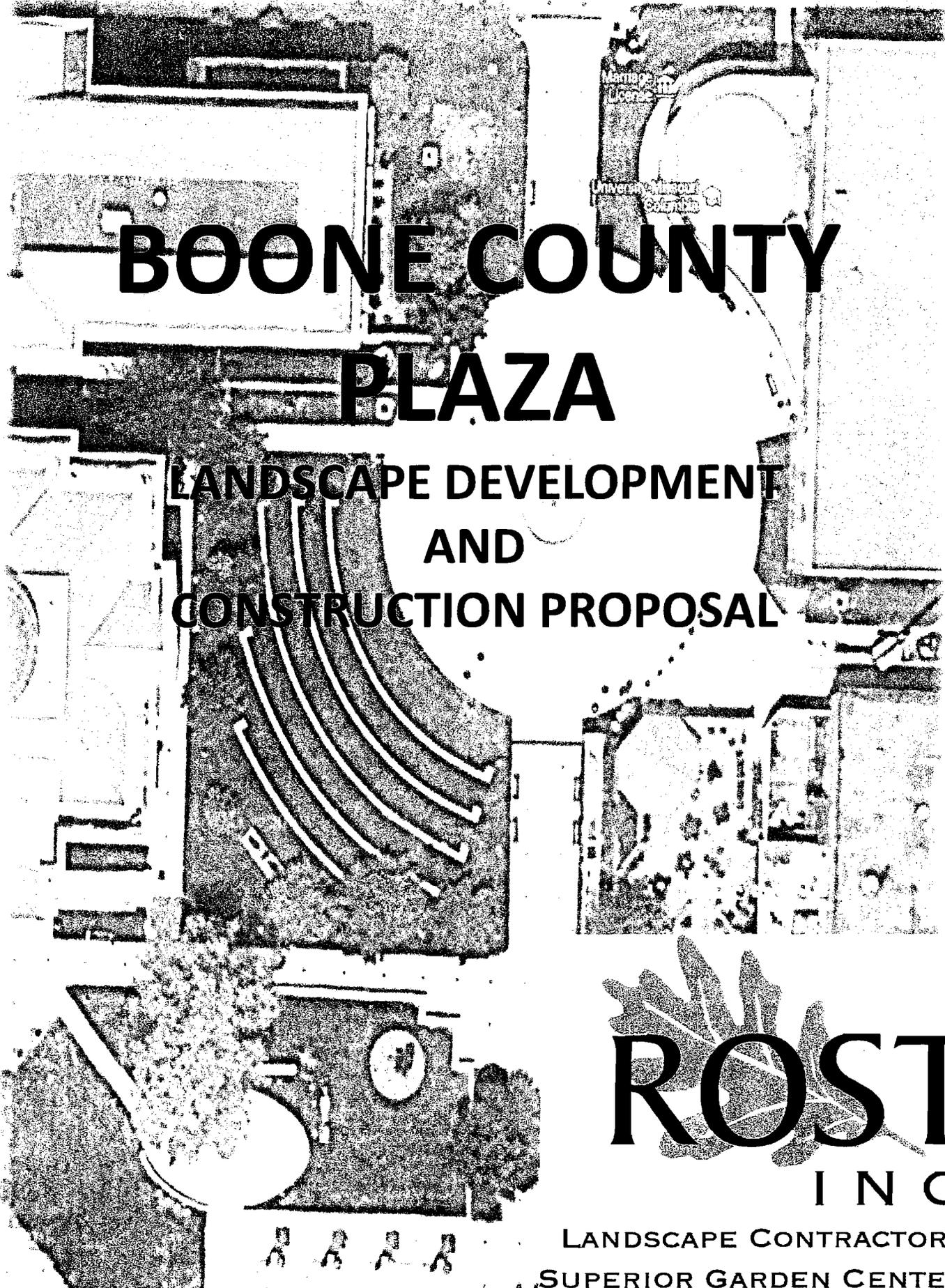
DATE: 5.1.12
DESIGNER: THM, JHF, ATH
SCALE: 1" = 10'-0"

REVISIONS:
5.31.12

SHEET NAME:
'BUDGET CONCEPT'

SHEET NUMBER:
LS1

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Use of these plans is limited to the construction of this project only. Use of these plans for any purpose other than use on this project is strictly prohibited.



**BOONE COUNTY
PLAZA**

**LANDSCAPE DEVELOPMENT
AND
CONSTRUCTION PROPOSAL**



**ROST
INC**

**LANDSCAPE CONTRACTORS
SUPERIOR GARDEN CENTER
SALT CREEK TREE FARMS**



6. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the Offeror named below. (Note: This form must be signed. All signatures must be original).

Company Name: ROST INC

Address: 2450 TRAILS WEST AVE
COLUMBIA MO 65202

Telephone: 573-445-4465 Fax: 573-446-0899

Federal Tax ID (or Social Security #): 431573734

Print Name: JAKE FRINK Title: DESIGN/SALES - PROJECT MANAGEMENT

Signature: [Handwritten Signature] Date: 5/9/12

E-Mail Address: JFRINK@ROSTLANDSCAPING.COM

6.1. Total Cost:

Itemize Specific Features: - See presentation

<u>Feature:</u>	<u>Cost:</u>
Civil Engineering	25,000
Geotechnical	5,000
Demolition	195,000
Electrical Demolition	10,000
New Concrete	118,000
Paver Areas	72,000
Site Grading/Soil	15,000
Storm Water	15,000
Monument Relocation	5,000
Site Electrical	80,000
Beds, Trees, shrubs	73,500
Turf	3,080
Site Borders	24,000
Stage Stone Walls	43,500
Cafe Patio Stone Walls	36,500
Fencing	3,000
Irrigation	15,000
Construction Mobilization	23,000
Bonding	7,500

6.1.1. Please Attach Cost of Services to this Page and Place at the Beginning of your Proposal Response: List a fee proposal including estimates of professional fees, the basis for the proposed fees, and identification and estimate of reimbursable expenses and other costs associated with proposed services. As appropriate, items should include professional fees, materials, out of pocket

expenses, sub-consultant fees and any other costs anticipated by the respondent to satisfy the purpose of this Request for Proposal.

6.1.2. Please Include a Not to Exceed Amount for all Services to be Rendered for the project described herein.

~~769,080⁰⁰~~ — ~~830,000⁰⁰~~ - Estimated high budget range

6.1.3. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name: SAKE FRINK
Organization: ROST INC
Address: 2450 TRAILS WEST AVE
E-mail: SFRINK@ROSTLANDSAPING.COM
Phone Number: 573-445-4465
Fax: 573-446-0899

6.1.4. Detail all warranties on fixtures or systems and include any applicable owner manuals.

plaza shall not have grass pave. If there are sidewalk areas wide enough for a truck then grass pave is required. If the sidewalk is narrowed to not handle a vehicle, no grass pave is required.

- 6) Attached are pictures of stainless steel artwork that the County has in storage. The artwork was originally used in the river garden when it was operational. This artwork may be incorporated into Offeror's conceptual design plan. There are 10 sheets of artwork, 140" long x 37" wide, and the legs are 12".
- 7) Add to paragraph 3.3.A. - Submit a conceptual design plan from several different angles.
- 8) Add to paragraph 3.3. A. - 19. At the close of the project, the Contractor shall provide the County with a list of recommendations for the care of the perennial plants.

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # 19-01MAY12 - Landscaping Services for Courthouse Plaza Renovation receipt of which is hereby acknowledged:

Company Name: ROST INC
Address: 2450 TRAILS WEST AVE
COLUMBIA MO 65102

Phone Number: 573-445-4465 Fax Number: 573-446-0899
E-mail address: JKRINK@ROSTLANDSCAPING.COM

Authorized Representative Signature: SALE KRINK Date: 5/9/12

Authorized Representative Printed Name: SALE KRINK

By: Melinda Bobbitt
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal # 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation receipt of which is hereby acknowledged:

Company Name: ROST INC
Address: 2450 TRAILS WEST AVE
COLUMBIA MO 65202

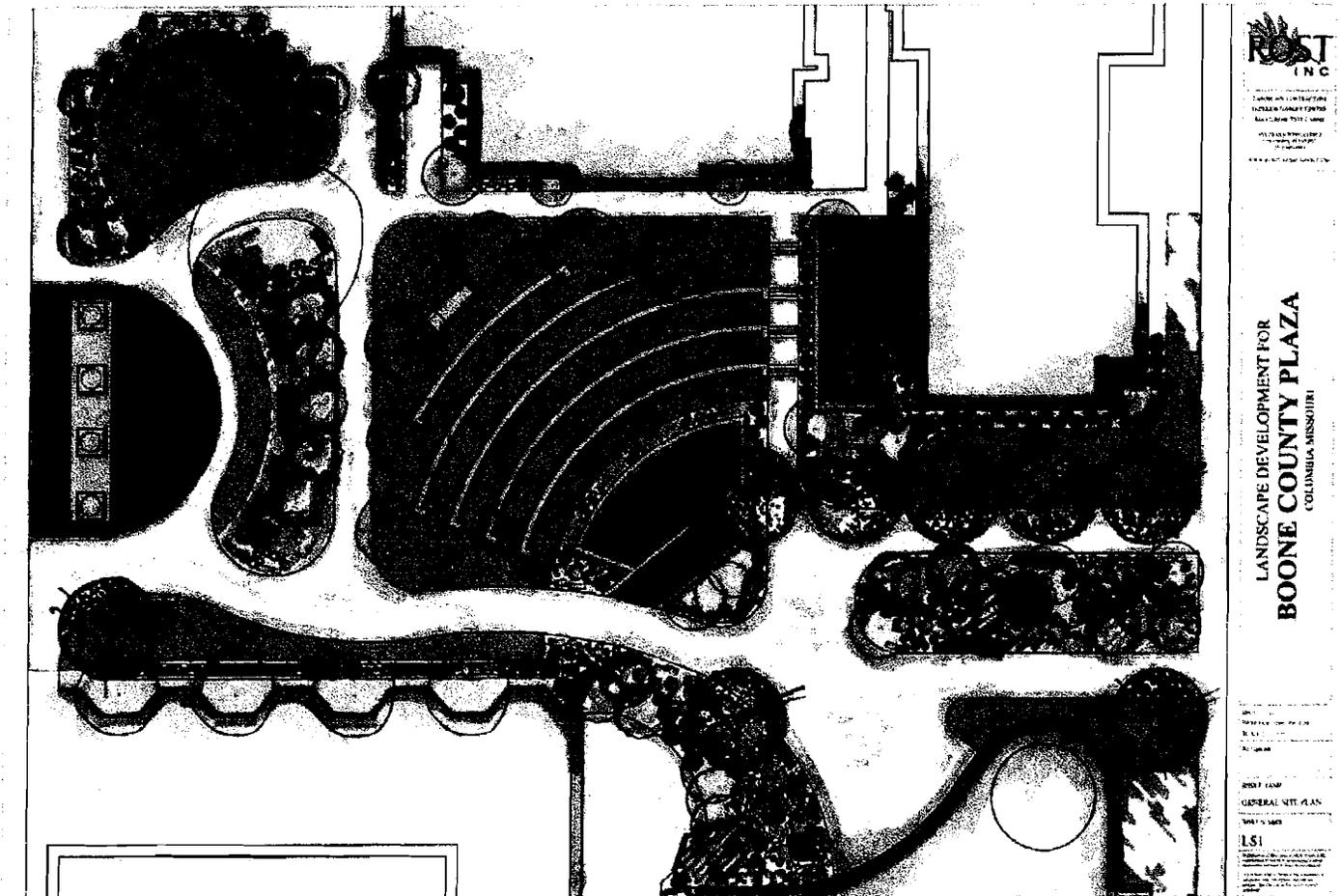
Phone Number: 573-445-4465 Fax Number: 573-446-0899
E-mail address: SFRANK@ROSTLANDSCAPING.COM

Authorized Representative Signature: SFRANK Date: 5/9/12

Authorized Representative Printed Name: SAKE FRANK

DESIGN OBJECTIVES

- Meet Boone County design criteria.
- Enhance County Plaza area while keeping maintenance and ongoing expenses to a minimal.
- Increase traffic flow.
- Decrease impervious area, increase green space.
- Increase public usage in plaza areas.



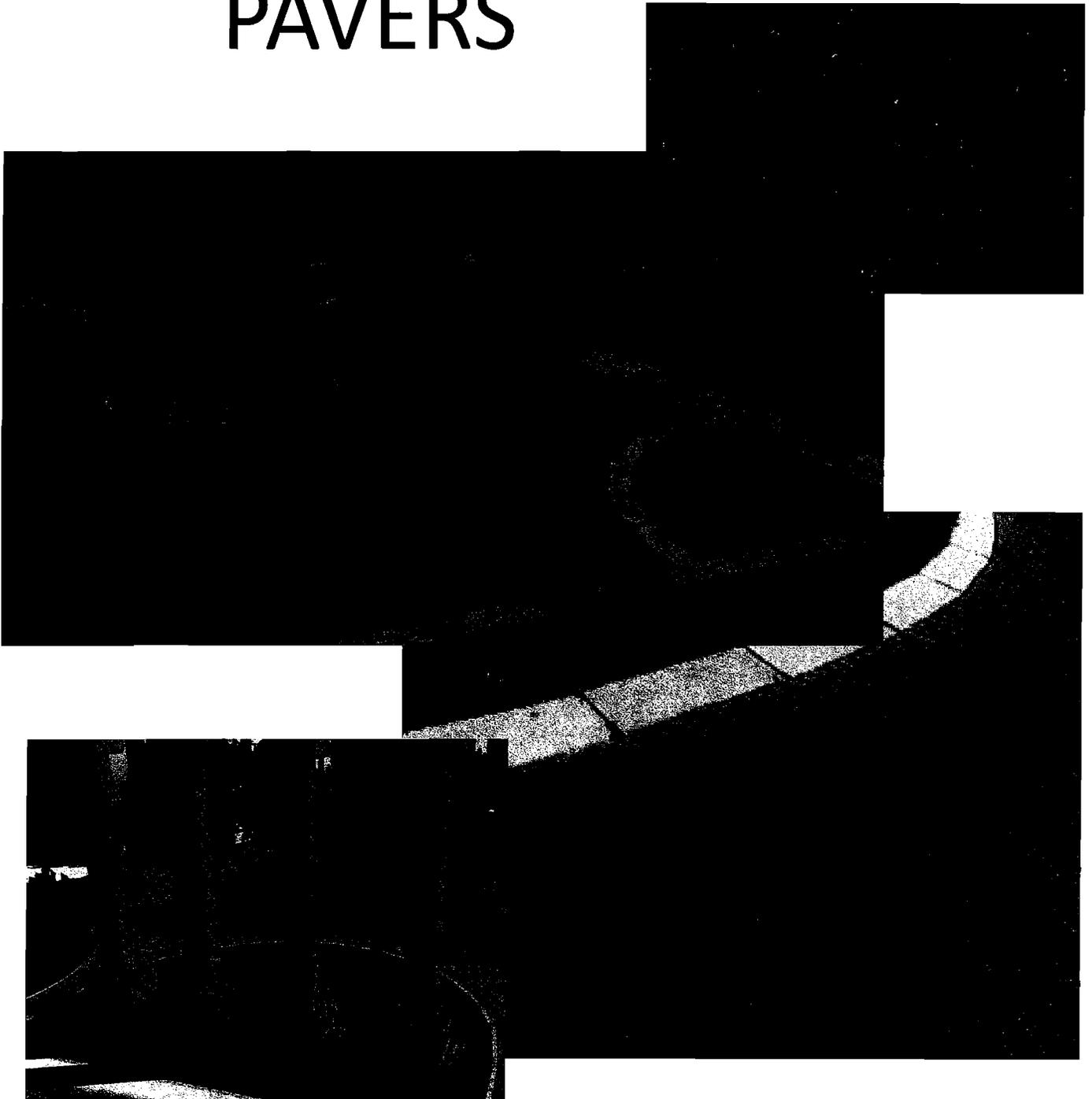
DESIGN OBJECTIVES

Rost Inc has reviewed design objectives and budget requirements and has made multiple revisions to meet the goals of both.

Current concept achieves the design goals, however with realistic construction costs and the extensive demolition required we felt the preliminary cost allowance insufficient for the project needs.



PAVERS

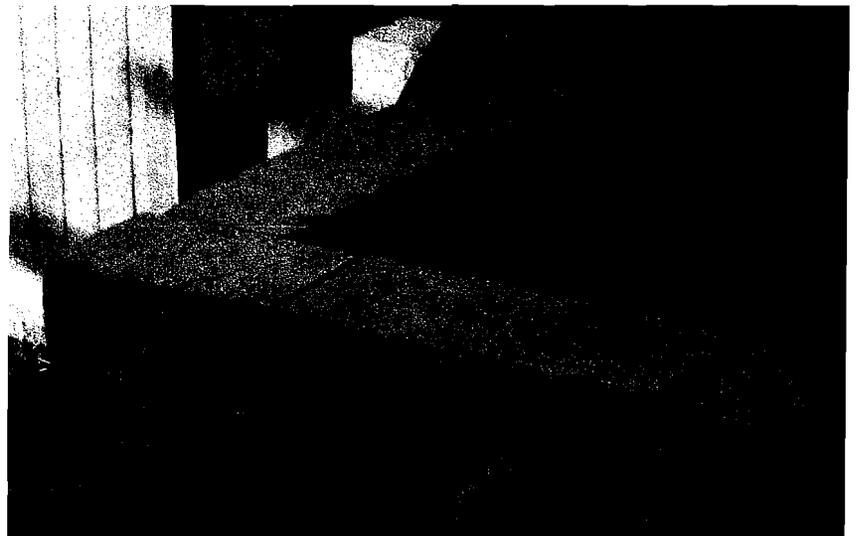


Utilize burgundy blend clay pavers for column, café patio, and stage areas to coordinate with pavers utilized in proposed avenue of columns design concept and streetscapes installed by City of Columbia

REGENCY STONE



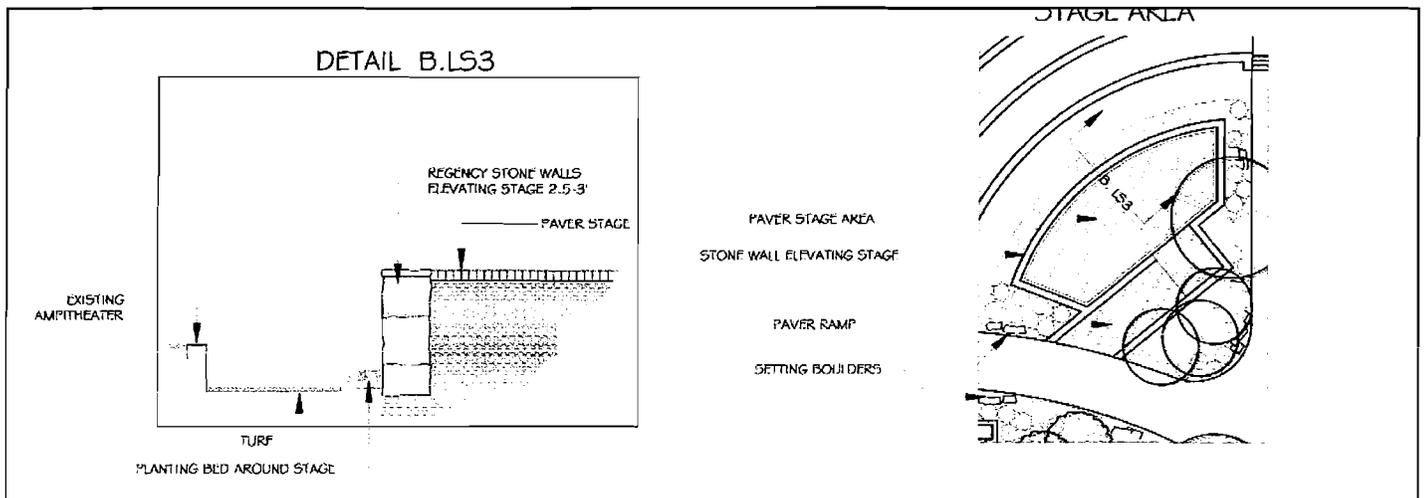
Utilize Regency Stone from EarthWorks, Inc. in AuxVase Buff Color to coordinate well with existing limestone structures as well as provide a distinctly more organic and natural feel to the site walls.



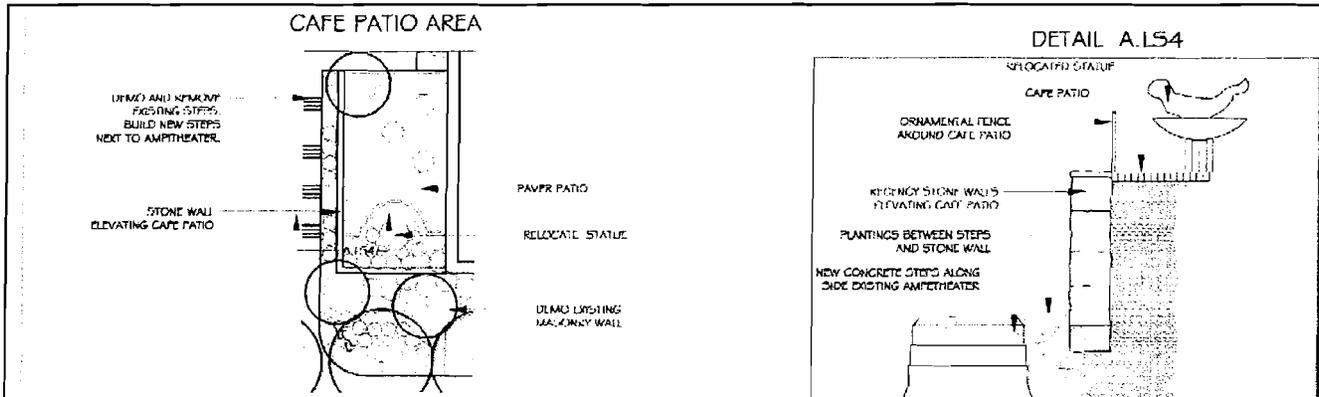
STAGE AREA



A permanent stage has been designed to complete the amphitheater. The stage is to be elevated with natural stone walls, matching the near by café patio in material. Stage surface shall be pavers matching the column/memorial area and café patio. The stage shall be supplied with a permanent electrical source. The stage area will also supply additional sitting walls, patio/table space, and art displays. The stage area will become the new center of the plaza. With natural stone walls and paver surface it creates a unique space not currently provided.



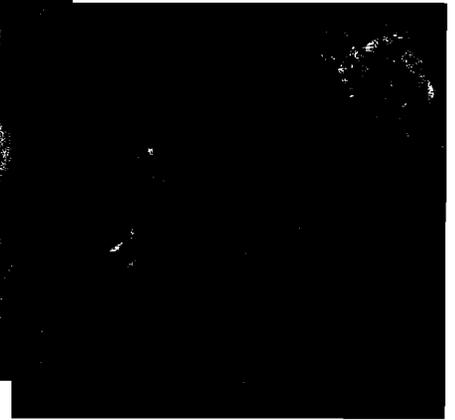
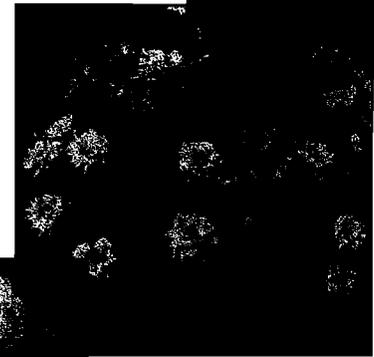
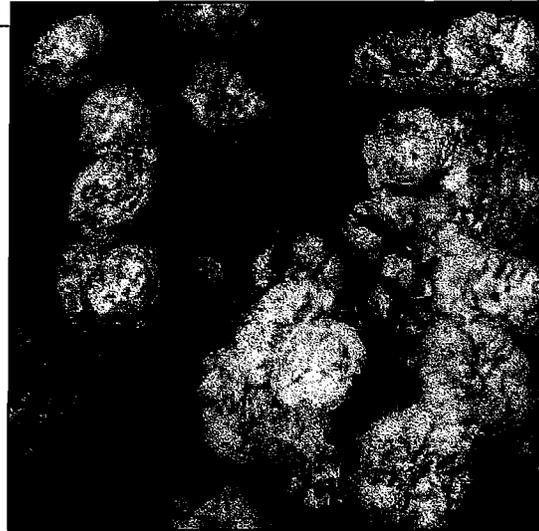
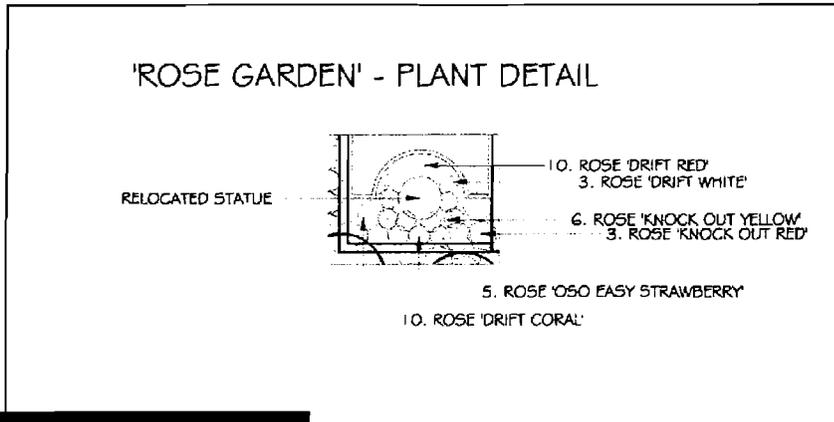
CAFÉ PATIO



The existing masonry wall, statue area, and concrete steps have all been designed for removal. Unlike the unusable space currently available, the new design offers a larger, more user-friendly paver patio. This patio provides a great space for permanent seating, giving employees and visitors a convenient space to relax, eat, or socialize. The patio also provides an excellent elevated area to from which to watch staged events. The patio will be elevated with stone walls, matching the shorter walls surrounding the stage. Existing steps have been moved south, closer to the amphitheater. The existing statue has been re-located as a center-piece of the patio with a 'rose' garden surrounding the statue.



ROSE GARDEN

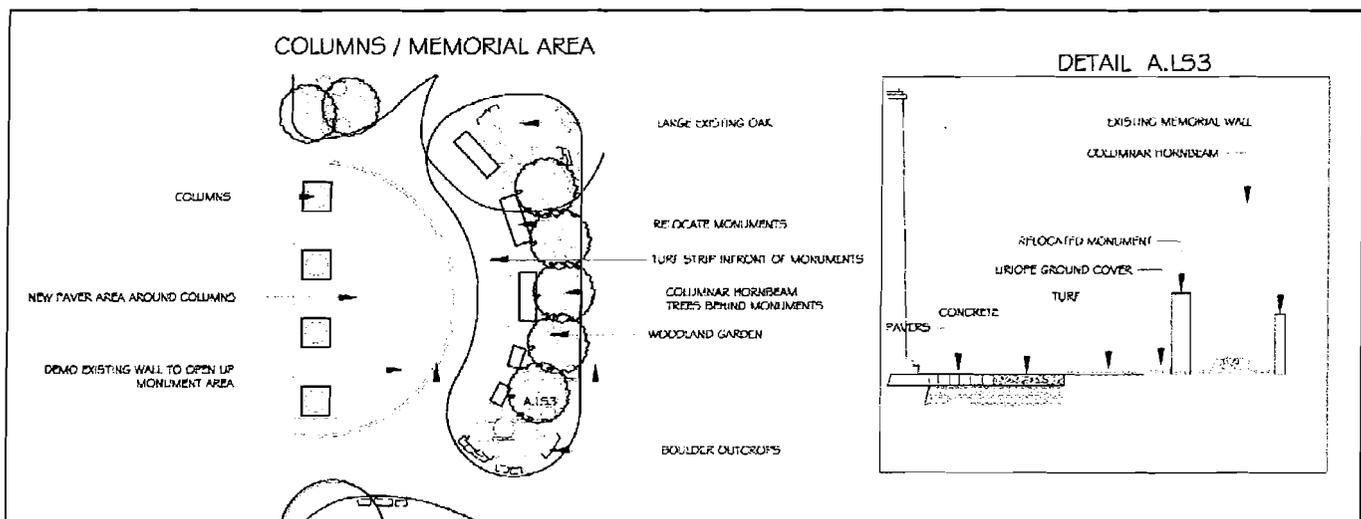


The planting bed around the new statue area at the café patio creates a high-profile landscape in need of something special. The proposed 'rose garden' will supply pedestrians with months of amazing colors while remaining a low maintenance hardy landscape. Only shrub roses are designed in the 'rose garden'. Shrub roses bloom for three seasons, are disease resistant, hardy, and require minimal yearly maintenance. A perfect choice for the niche garden created at the new patio.

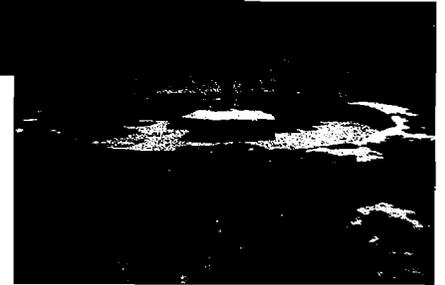
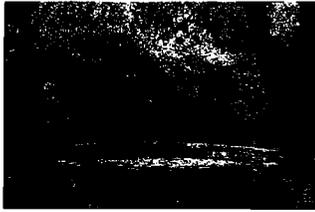
COLUMNS AND MEMORIAL AREA



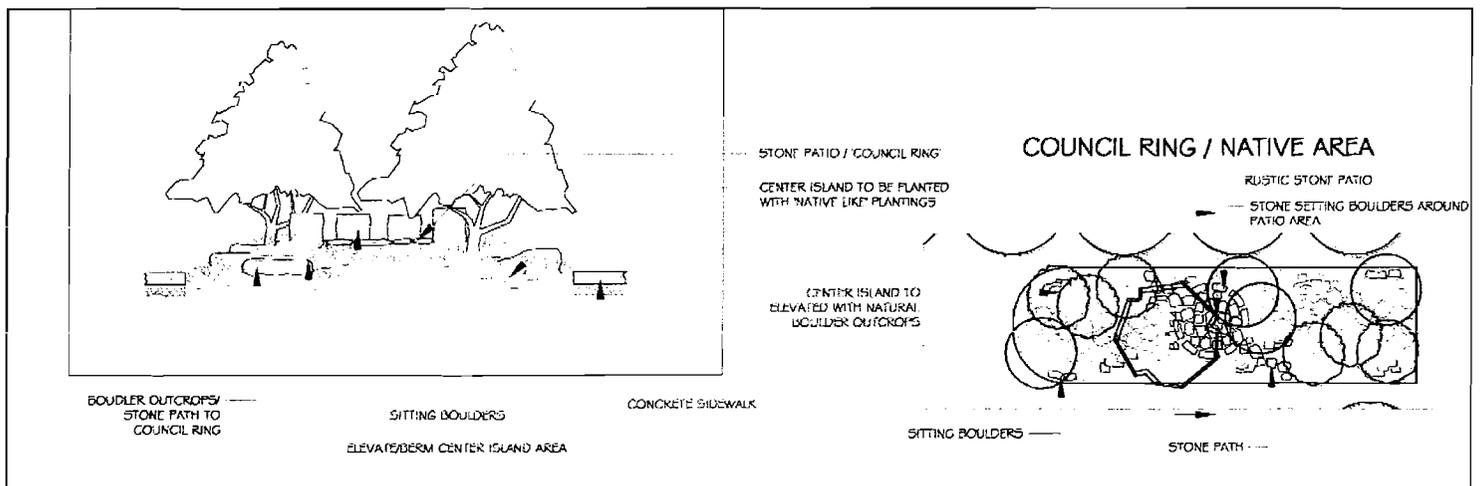
The iconic columns represent the end to the Avenue of Columns, and the beginning of the County Plaza. Existing site layout separates the columns from the memorial area and the County Plaza in general. By removing the south wall around the memorial area the columns become the grand entrance to the plaza, and the memorials are more easily viewed and appreciated. The red paver used throughout downtown Columbia and the Avenue of Columns is repeated around the columns, matching the crosswalks leading into the plaza.



COUNCIL RING



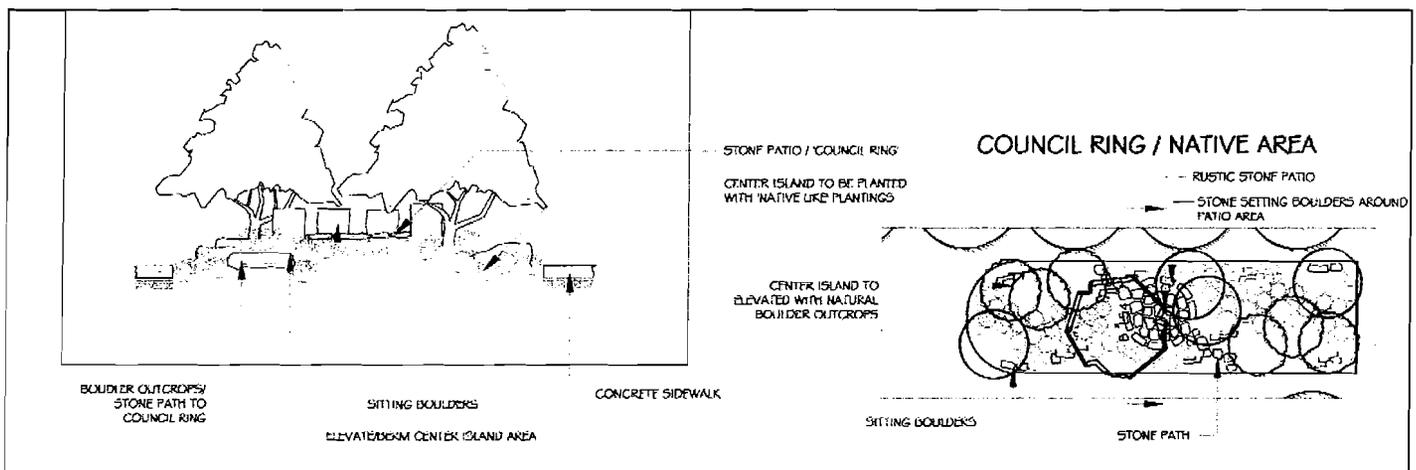
The newly created green island at the north entrance to the County Plaza creates a unique natural setting. The proposed council ring would fit in this space as a tucked away natural sitting/meeting area. The council ring is designed as a rustic, natural stone area with sitting boulders, natural stone patio, and boulder outcrops.



NATIVE GARDEN



Like the council ring the native garden represents a natural setting, providing a more rustic relief, true to much of rural Boone County. The large island surrounding the council ring is designed to provide a very natural feeling. The native plantings and the use of native limestone outcrops and sitting boulders helps reinforce this feeling. The island is designed to step up with surrounding grade utilizing exposed boulder outcrops, giving it the appearance that downtown Columbia was built around the age old council ring.

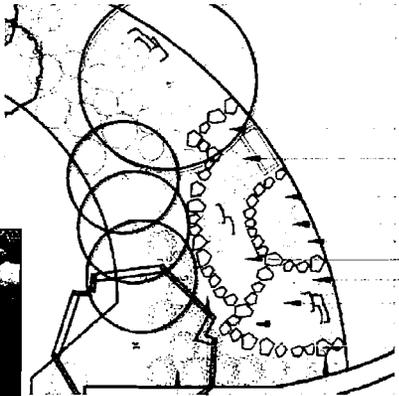


BUTTERFLY GARDEN

The newly created green space between The Bleu and the new County Plaza creates an excellent area to incorporate wildlife while providing pathways for pedestrians to mingle through the garden. Butterfly gardens thrive on hardy, full sun landscapes while providing an abundance of color and an opportunity for interaction with Central Missouri's more colorful "wildlife".



BUTTERFLY GARDEN - PLANT DETAIL



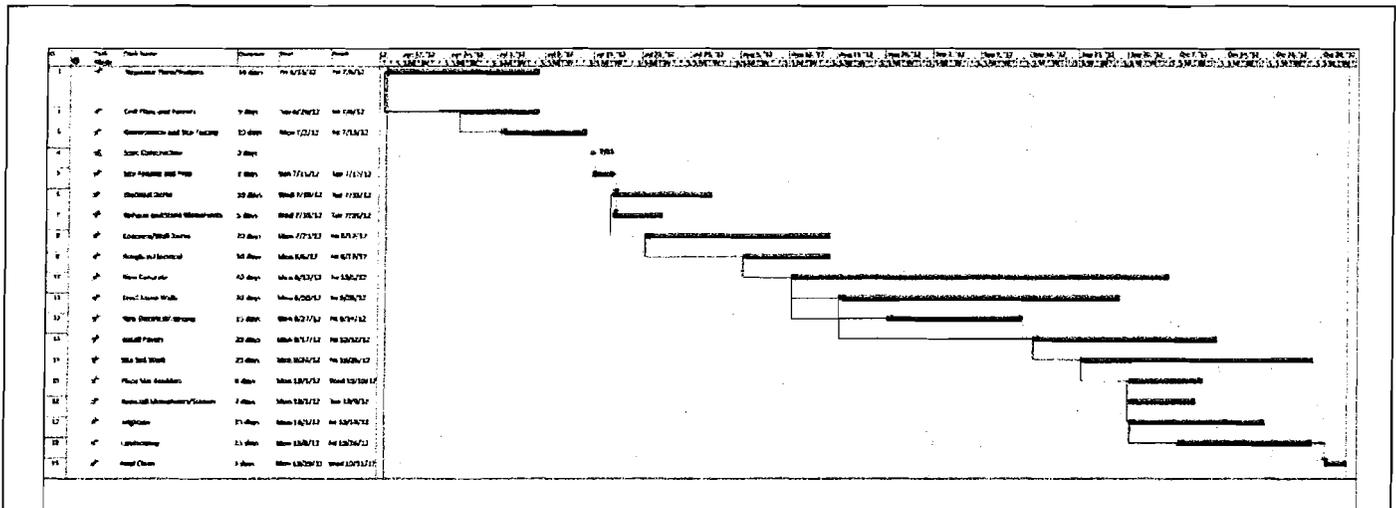
- 20. PURPLE CONE FLOWER
- 15. BUTTERFLY MILKWEED
- 20. COREOPSIS
- 7. BUTTERFLY BUSH 'NANHO'
- 15. BLACK EYED SUSAN
- 25. INDIAN PAINTBRUSH
- 7. BUTTERFLY BUSH 'MARMALADE'
- 40. PURPLE CONE FLOWER
- 3. BUTTERFLY BUSH 'PURPLE HAZE'
- STONE PATHS THROUGH GARDEN

3. NINEBARK 'CENTERGLOW'

15. BLAZING STAR

11. ITEA 'HENRYS GARNET'

CONSTRUCTION SCHEDULE



Keeping the required construction dates in mind Rost Inc has examined all aspects of the project and agrees that Oct 31, 2012 completion is obtainable. Project management and coordination will be essential. From demolition to final cleaning all trades must coordinate for a smooth project timeline. The experience of Rost Inc in site logistics and project management teamed with Little Dixie Construction in subcontractor coordination will prove valuable to the end result.

PROJECT BUDGETS

As a conceptual design-build project Rost Inc has approached the construction costs as budgetary allowances. Certain elements of construction cannot be precisely bid until the County has had more interaction with the design process. Elements such as civil site work, demolition, utilities, geotechnical etc require engineered plans to obtain final bids. Other key items such as electrical and lighting must also be engineered before further estimating is done.

Combining the experience of Rost Inc, Little Dixie Construction, and A Civil Group we feel the construction allowances to be accurate and to have covered all areas of construction.

We would be happy to alter this proposal or the design concepts to better fit the County's design goals or budget requirements.

PROJECT BUDGETS

Civil Engineering - \$25,000.00

Civil design for demolition, utilities, storm water, grading/ADA, retaining wall, erosion control, and sidewalk plans. Construction staking and site layout.

Geotechnical/Site testing - \$5,000.00

Civil design for demolition, utilities, storm water, grading/ADA, retaining wall, erosion control, and sidewalk plans. Construction staking and site layout.

Demolition – \$195,000.00

Existing concrete demolition and removal. Removal of south concrete wall at column/monument area. Removal of masonry wall at proposed café patio.

Electrical Demolition – \$10,000.00

Deactivating existing electrical. Budgetary number for demolition and removal of existing electrical/lighting. Pending civil plans.

New Concrete - \$118,000.00

Base installation, forming, pouring, cutting, and curing of new concrete areas.

Paver Areas - \$72,000.00

Base Installation, pavers, cutting, sanding. Paver material and patterns to match those designed in the Avenue of Columns and the City Streetscapes.

Site Grading/Soil- \$15,000.00

Re-Grading and shaping of site. Topsoil Installation in turf and planting beds.

Storm Water Management- \$15,000.00

Budgetary number pending outlined work in civil grading plans. Adjustment of existing storm water structures, adding, of new, removal, etc.

PROJECT BUDGETS

Monument/Statue Relocation - \$5,000.00

Removal, storage, and re-installation of monuments, plaques, statues, and artwork.

Site Electrical - \$80,000.00

Budgetary number pending engineered electrical plans and design. New site lighting, up lights on trees, and permanent stage electrical.

Planting Beds, Trees, Shrubs, Perennials, Ground Cover - \$73,500.00

Planting bed formation, dyed mulch, plants and planting, tree plantings.

Turf - \$3,080.00

Sod fescue installation

Site Boulders – \$24,000.00

Installation of weathered limestone outcrops, accent boulders, setting boulders.

Stone Walls Elevating Stage- \$43,500.00

Stone Walls Elevating Café Patio- \$36,500.00

Construction of stone walls supporting stage, ramp, and elevating café patio. Proposed stone to be 'Regency' by EarthWorks, color AuxVases Buff.

Ornamental Fencing- \$3,000.00

Ornamental fence above café stone wall. Proposed Ameristar aluminum fencing in black.

Site Irrigation- \$15,000.00

Automatic sprinkler system in all turf and planting areas.

PROJECT BUDGETS

Construction Mobilization - \$23,000.00

Site perimeter safety fencing, construction trailer, site cleaning, project management. Misc construction costs.

Bonding - \$7,500

Total Base Project Budget- \$769,080.00

Optional Construction Items –

Heated Concrete - \$175,000

Radiant heating system installed in new concrete sidewalks. Reduces winter maintenance and salt usage.

Site Electrical Outlets - \$35,000

Installation of electrical outlets at all tree locations. Outlets could be available for holiday lighting, special events, etc.

Total Construction Options- \$210,000.00

Project Design Fees (Purchase of Design Only) - \$24,000.00

PROJECT TEAM MEMBERS



LANDSCAPE CONTRACTORS
SUPERIOR GARDEN CENTER
SALT CREEK TREE FARMS

Design team

Overall site management

Site work consisting of: Stone walls, pavers, boulders, stone paths, setting areas, soil, landscape plantings, irrigation, and turf.



Project coordination

Concrete and electrical demolition

New concrete

Storm water

New electrical/lighting



Civil engineering

Permitting

Construction Staking

Geotechnical

Site Testing

ROST INC

COMPANY INFO – PAGE 1

Resumes

Toby Rost:

President Rost Incorporated
Owner since 1983
573-445-4465
trost@rostlandscaping.com

Tim Rost:

Vice President Rost Incorporated
Owner since 1983
573-219-2410
timrost@rostlandscaping.com

Tim Moloney

Design-Sales Manager 1997-Present
BS in Plant Science; University of Missouri-Columbia 1995
Emphasis in Horticultural Design
Instructor of Landscape Design-University of Missouri-Columbia
573-219-2411
tmoloney@rostlandscaping.com

Jake Frink

Landscape Construction 1999-2005
Landscape Design/Sales 2006-Present
BS in Plant Science; University of Missouri-Columbia 2006
Emphasis in Horticultural Design
573-219-0847
jfrink@rostlandscaping.com

Andrew Herndon ASLA

Landscape Design/Estimator 2012-Present
BS Landscape Architecture Mississippi State 2008
Lead Landscape Designer; Lied's Nursery Co., Inc., Sussex, WI 2008-2011
573-445-4465
atherndon@rostlandscaping.com

Rob Johnson

Landscape Maintenance and Irrigation Sales 2007-Present
573-219-2030
rjohnson@rostlandscaping.com

Kevin Anson

Landscape Construction Operations Manager 2005-Present
573-219-0437
kanson@rostlandscaping.com

Wes Cunningham

Irrigation Construction Operations Manager 2008-Present
573-544-4445
wesc@socket.net

ROST INC
COMPANY INFO – PAGE 2
PROFESSIONAL REFERENCES

Anderson Neighbors

Capstone Development Corp.
205-358-2398

Tim Crockett

Crockett Engineering
573-447-0292

Missy Marshall

MTR Architects
412-931-3565

Rod Smothers

Pro Energy Services
660-281-3776

Larry & Brenda Potterfield

Midway USA
573-289-4772 (Brenda)

John Hunter

SM Wilson
314-393-9075

Todd Teuscher

Parsons Brinckerhoff Architects
314-206-4369

ROST INC
COMPANY INFO – PAGE 3
REFERRAL



April 14, 2010

RE: Request for Rost Landscaping Recommendation.

To whom it may concern:

Capstone Development Corp. developed, constructed, and currently owns and manages The Cottages of Columbia, a student housing property of 145 units and 513 beds built on 22 acres. Our sister company, Cottage Builders, Inc., for whom I worked as a project manager at the time, served as general contractor for the project. Capstone Development Corp. is a national student housing developer that has, over the past 20 years, developed over \$2.4 billion dollars of student housing across the United States. Cottage Builders, Inc. is a general contractor commonly owned with Capstone Development and has built or has under construction over 5350 student housing beds within 9 communities across the country. Cottage Builders hired Rost Landscaping to perform all landscaping and irrigation work, to include the construction of several retaining walls and drainage systems.

We were extremely pleased with the quality of work performed by Rost, their ability to work on a crowded site with numerous other subcontractors, and their ability to work within a compressed time schedule. Tim Rost, Kevin Anson, and the crews that worked on our job performed the work in an unusually professional and dedicated manner. They were able to quickly and rather easily adapt to several changes made in late stages of the job.

Based on my experience, I would recommend Rost Landscaping without hesitation to anyone in need of a commercial landscape/irrigation contractor in the Missouri area. As I have indicated, they were and remain to be among the top subcontractors that I and many others within our organization have worked with. If I can be of further assistance in this regard, I can be reached at 205-358-2398.

Sincerely,

Anderson Neighbors
Vice-President
Capstone Development Corp.

ROST INC COMPANY INFO – PAGE 4 REFERRAL

**PARSONS
BRINCKERHOFF**

1831 Chestnut Street
7th Floor
St. Louis, MO 63103
Main: +1-314-421-1476
Fax: +1-314-421-1741

www.pbworld.com

February 24, 2012

Mr. Tim Rost
Rost, Inc.
2450 Trails West Avenue
Columbia, MO 65202

Dear Tim:

On behalf of Parsons Brinckerhoff, I am writing to thank you for the wonderful work that you and your team provided for the Boone Hospital Center New Patient Tower, Healing Garden, William Street Streetscape, Pain Management Building Parking Lot and the Nifong Building Parking Lot in Columbia, Missouri. I am very happy with the landscape installation and the size and quality of the plant material. The waterfall features, bioswales and boulder outcrop features that you had to design in the field as you were installing them are outstanding. You captured the site design appearance that I envisioned and I know Boone Hospital Center is pleased with the results as well.

It was a difficult project with a tight site that had to be open to the public at all times and I think you made it look easy. Jake, Kevin and Wes were great to work with, always patient and professional, with a good design eye and high attention to detail. I could tell that they had a passion for this project and for landscape design and installation in general, and I think it shows in the end result. They also kept everyone informed on issues that came up in the field and always had good ideas on how to solve the issues.

I appreciate how your crews maintained their work areas at the end of each day and made the site look finished for the weekends. I think that made the construction process easier for the Hospital staff and visitors. It was a pleasure to work with you and I look forward to working with you again soon. I would recommend you and your company to anyone.

Sincerely,

PARSONS BRINCKERHOFF



Todd Teuschler, RLA, ASLA, LEED AP
Senior Landscape Architect

ROST INC

COMPANY INFO – PAGE 5

KEY PROJECTS

Singuefield Reserve

Project Value: \$20,000,000

Location: Osage, MO

Contact: Missy Marshall 412-931-3565

Scope of Work: Water Features, Stone Paths, Boulders, Plantings, Lake,
Golf Course, Arboretum, Irrigation – Site General

Canon Residence/ Pro Energy Campus

Project Value: \$2,500,000.00

Location: Sedalia, MO

Contact: Jeff Canon 660-829-5100

Rod Smothers 660-281-3776

Scope of Work: Water Features, Paver Patios, Boulders, Stone Walls,
Plantings, Irrigation

Boone Hospital Center

Project Value: \$1,200,000.00

Location: Columbia, MO

Contact: John Hunter

Scope of Work: Landscape, Irrigation, Bio-Retention

Cottages of Columbia

Project Value: \$800,000.00

Location: Columbia, MO

Contact: Anderson Neighbors 205-358-2398

Scope of Work: Stone Walls, Plantings, Irrigation

Copperstone Subdivision

Project Value: \$1,000,000.00

Location: Columbia, MO

Contact: Dave Dunafon

Scope of Work: Water Feature, Plantings, Stone Walls, Irrigation

ROST INC

COMPANY INFO – PAGE 6

CURRENT PROJECTS

Pro Energy Aero Site

Project Value: \$375,000

Location: Sedalia, MO

Contact: Jeff Howatt 660-2819228

Rod Smothers 660-281-3776

Scope of Work: Design, Plantings, Irrigation, Retaining Walls

Scheduled Completion: Spring 2012

Boone Hospital Center

Project Value: \$1,200,000.00

Location: Columbia, MO

Contact: John Hunter

Scope of Work: Landscape, Irrigation, Bio-Retention, Waterfall,
Pavers

Scheduled Completion: Fall 2011

Isle of Capri

Project Value: \$800,000.00

Location: Cape Girardeau, MO

Contact: SM Wilson / Perini Building Co

Scope of Work: Beds, Irrigation, Plantings, Turf

Smith Residence

Project Value: \$500,000.00

Location: Columbia, MO

Scope of Work: Design, Waterfalls, Patio, Fencing, Irrigation,
Plantings

Boulder Springs Phase II

Project Value: \$750,000.00

Location: Columbia, MO

Scope of Work: Design, Waterfalls, Irrigation, Plantings

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 1

AIA Document A305™ – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

- | **SUBMITTED TO:** Boone County Plaza Project
- | **ADDRESS:** Columbia, Missouri
- | **SUBMITTED BY:** John L. States
- | **NAME:** Little Dixie Construction LLC
- | **ADDRESS:** 3316 LeMone Industrial Blvd., Columbia, MO 65201
- | **PRINCIPAL OFFICE:** 3316 LeMone Industrial Blvd., Columbia, MO 65201
- | Corporation
- | Partnership
- | Individual
- | Joint Venture
- | Other Limited Liability Company

| **NAME OF PROJECT:** (if applicable) Boone County Plaza

TYPE OF WORK: (file separate form for each Classification of Work)

- | General Construction
- | HVAC
- | Electrical
- | Plumbing
- | Other: (Specify) Demolition and Concrete

§ 1 ORGANIZATION

| § 1.1 How many years has your organization been in business as a Contractor? 48 Years

| § 1.2 How many years has your organization been in business under its present business name? 13 Years

§ 1.2.1 Under what other or former names has your organization operated?

| Little Dixie Construction Co., Inc.

| § 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 2

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

| Sara M. LeMone, 90% (Managing Member); John States 10% (Member)

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

| Site Work, Concrete, Carpentry (rough and finish), and Wallboard Installation

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

| Missouri, Kansas, Tennessee, and North Carolina

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

| Demolition, rough carpentry and finish carpentry, wallboard installation

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

| No.

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

| Yes. E&N Holdings, 12/13/2011

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

| No.

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 3

| No.

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

| Please see Attachment A.

§ 3.4.1 State total worth of work in progress and under contract:

| \$20 Million

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

| Please see Attachment B

§ 3.5.1 State average annual amount of construction work performed during the past five years:

| \$23 Million

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

| Please see Attachment C and D

§ 4 REFERENCES

§ 4.1 Trade References:

| Boone County Lumber, 1100 Rogers, Columbia, Missouri 65202
Emery Sapp & Sons, 2602 Stadium Blvd., Columbia, Missouri 65202
LaCrosse Lumber Co., Grindstone Parkway, Columbia, Missouri 65201

§ 4.2 Bank References:

| Boone County National Bank, 720 East Broadway, Columbia, Missouri 65201 (Jim Bomhauser)
Landmark Bank, Broadway, Columbia, Missouri 65201 (Jeanne McGuire)
Providence Bank, 1000 Nifong Blvd., Columbia, Missouri 65203 (Brett Burri)

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

| Brian Gunsallus, Liberty Mutual Bonding Services, 6800 College Blvd., Suite 701, Overland Park, Kansas 66211

§ 4.3.2 Name and address of agent:

| Tom Naught, Naught-Naught Insurance, PO Box 1768, Jefferson City, Missouri 65102

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

| Available upon request.

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 4

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

| Yes

§ 6 SIGNATURE

| § 6.1 Dated at this 9th day of May 2012

| Name of Organization Little Dixie Construction LLC

| By: John L. States

| Title: Member

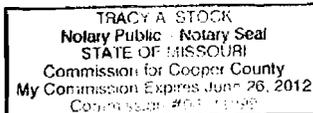
§ 6.2

| Mr. John States, Member, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

| Subscribed and sworn before me this 9th day of May 2012

| Notary Public: Tracy A. Stock

| My Commission Expires: June 26, 2012



LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 5

Additions and Deletions Report for **AIA® Document A305™ – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:57:42 on 05/09/2012.

PAGE 1

SUBMITTED TO: Boone County Plaza Project

ADDRESS: Columbia, Missouri

SUBMITTED BY: John L. States

NAME: Little Dixie Construction LLC

ADDRESS: 3316 LeMone Industrial Blvd., Columbia, MO 65201

PRINCIPAL OFFICE: 3316 LeMone Industrial Blvd., Columbia, MO 65201

...

Other Limited Liability Company

NAME OF PROJECT: *(if applicable)* Boone County Plaza

...

Other: *(Specify)* Demolition and Concrete

...

§ 1.1 How many years has your organization been in business as a Contractor? 48 Years

§ 1.2 How many years has your organization been in business under its present business name? 13 Years

...

Little Dixie Construction Co., Inc.

PAGE 2

Sara M. LeMone, 90% (Managing Member); John States 10% (Member)

...

Site Work, Concrete, Carpentry (rough and finish), and Wallboard Installation

...

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User Notes:

(1668304760)

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 6

Missouri, Kansas, Tennessee, and North Carolina

...

Demolition, rough carpentry and finish carpentry, wallboard installation

...

No.

...

Yes. E&N Holdings. 12/13/2011

...

No.

PAGE 3

No.

...

Please see Attachment A.

...

\$20 Million

...

Please see Attachment B

...

\$23 Million

...

Please see Attachment C and D

...

Boone County Lumber, 1100 Rogers, Columbia, Missouri 65202
Emery Sapp & Sons, 2602 Stadium Blvd., Columbia, Missouri 65202
LaCrosse Lumber Co., Grindstone Parkway, Columbia, Missouri 65201

...

Boone County National Bank, 720 East Broadway, Columbia, Missouri 65201 (Jim Bornhauser)
Landmark Bank, Broadway, Columbia, Missouri 65201 (Jeanne McGuire)
Providence Bank, 1000 Nifong Blvd., Columbia, Missouri 65203 (Brett Burri)

...

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 7

Brian Gunsallus, Liberty Mutual Bonding Services, 6800 College Blvd., Suite 701, Overland Park, Kansas
66211

...

Tom Naught, Naught-Naught Insurance, PO Box 1768, Jefferson City, Missouri 65102

...

Available upon request.

PAGE 4

Yes

...

§ 6.1 Dated at this 9th day of May 2012

Name of ~~Organization~~: Organization Little Dixie Construction LLC

By: John L. States

Title: Member

...

Mr. John States, Member, being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this 9th day of May 2012

Notary Public: Tracy A. Stock

My Commission Expires: June 26, 2012

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 9

Attachment A

Little Dixie Construction Jobs-In-Progress

Project:	Beta Theta Pi
Owner:	Beta Theta Pi
Architect:	Treanor Architects
Contract Amount:	\$10,057,964
Completion Date:	August 2012
Percent Complete:	65%
Project:	Chapel Hill Development
Owner:	Waterwood Bldg LLC/Onwezen LLC
Architect:	Simon Associates
Contract Amount:	\$1,198,529
Completion Date:	February 2012
Percent Complete:	88%
Project:	Boone County National Bank - First Floor Renovation
Owner:	Boone County National Bank
Architect:	Simon Oswald
Contract Amount:	\$2,063,528
Completion Date:	August 2012
Percent Complete:	50%
Project:	Boys & Girls Club
Owner:	Boys & Girls Club
Architect:	Simon Associates
Contract Amount:	\$814,106
Completion Date:	August 2012
Percent Complete:	50%
Project:	Break Time - Brookfield, Missouri
Owner:	MFA Oil Co.
Architect:	Simon Associates
Contract Amount:	\$427,906
Completion Date:	May 2012
Percent Complete:	95%
Project:	Furniture Factory Outlet Home Store
Owner:	LDC-Silvertree LLC
Architect:	Simon Associates
Contract Amount:	\$1,500,000
Completion Date:	December 2012
Percent Complete:	0%
Project:	Highlands Metal Building
Owner:	Tom and Rebecca Highland
Architect:	Simon Associates
Contract Amount:	\$99,039
Completion Date:	July 2012
Percent Complete:	0%
Project:	Ronald McDonald House
Owner:	Ronald McDonald House
Architect:	Simon Associates
Contract Amount:	\$2,423,983
Completion Date:	July 2012
Percent Complete:	55%

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 10

Project: Vienna Break Time
Owner: MFA Oil Company
Architect: Simon Associates
Contract Amount: \$214,706
Completion Date: May 2012
Percent Complete: 90%

Project: Machens Volkswagen
Owner: Gary Drowing
Architect: Thomas Roof inc.
Contract Amount: \$5,180,073
Completion Date: December 2012
Percent Complete: 20%

Project: Machens Toyota
Owner: Gary Drowing
Architect: Thomas Roof Inc.
Contract Amount: \$7,353,741
Completion Date: March 2013
Percent Complete: 10%

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 11

Attachment B

Little Dixie Construction Previous Projects

Project	Owner	Architect	Date of Completion	LDC % of Personnel	Contract Amount
VA Mortgage	Mortgage Research Center	John Simon	Apr-12	50%	\$902,094.00
NH Scheppers	Scheppers Family Properties	Architects Alliance	Mar-12	20%	\$2,499,185.00
Caterpillar 1,800 sq ft Addition	Caterpillar Inc.	Simon Associates	Nov-11	15%	\$191,128
Auto Owners Insurance	Auto Owners Insurance	Mayotte Group	Nov-11	20%	\$4,927,252
Wymore Apartments	Wilgate Development	Wallace Architects	Nov-11	5%	\$1,095,000
Sikeston Break Time Remodel	MFA Oil Co.	Simon Associates	Oct-11	10%	\$190,000
Courtyard by Marriott Lobby Renovation	Columbia Hotel Associates	Simon Associates	Sep-11	35%	\$198,354
Pure Marketing	Pure Marketing	Simon Associates	Jun-11	50%	\$147,009
Providence Bank	Providence Bank	Simon Oswald Architects	Jun-11	70%	\$211,822
Tractor Supply	Wilson Bros. Construction	Simon Associates	May-11	25%	\$659,752
Bright Start Academy	Bright Start Academy	Wallace Architects	May-11	15%	\$1,074,117
BGTM Phase III Renovations	Boy's & Girls Town of Missouri	Peckham & Wright Architects	Apr-11	20%	\$878,181
Boone County Sheriff's Annex	County of Boone	Simon Associates	Mar-11	15%	\$1,405,364
Gassen Dental	Dr. Matt & Megan Gassen	Architects Alliance	Oct-10	15%	\$741,672
IBM Project	Columbia Area Jobs Foundation	Simon Associates	Oct-10	25%	\$9,488,869
Gates Fabric Treater	Gates Rubber Co.	Simon Associates	Sep-10	35%	\$333,164
Higbee R-VIII School Ren & Add'n	Higbee R-VIII School District	Porter & Associates, PC	Aug-10	30%	\$1,089,075
MFA Break Time - Silva	MFA Oil	Simon Associates	Aug-10	30%	\$96,363
MFA Break Time - Piedmont	MFA Oil	Simon Associates	Aug-10	30%	\$98,409
MFA Break Time - Mexico	MFA Oil	Simon Associates	Dec-09	70%	\$77,978
MFA Break Time - Fulton	MFA Oil	Simon Associates	Dec-09	70%	\$72,705
Flat Branch	Market Square Office Partners	Simon Associates	Dec-09	30%	\$99,115
City of Columbia Fire Station #9	City of Columbia	Simon & Associates	Dec-09	10%	\$1,584,040
Justin Starr Building	Missouri Book Services	Simon Associates	Oct-09	10%	\$385,000
Taco Bell on Nifong	Dave Dunafon	Mitzel Associates	Sep-09	15%	\$291,238
Technical Training Center	Columbia Public Schools	Simon Associates	Aug-09	15%	\$398,834
Command Web	Command Web Offset	Jay Alpert Architect	Jul-09	5%	\$1,935,353
Police Training Center	City of Columbia	Simon Associates	Jul-09	10%	\$1,306,479
Family Dental	Family Health Center	Simon Associates	Feb-09	20%	\$253,750
Caterpillar Environmental Building	Caterpillar Inc.	Simon Associates	Feb-09	15%	\$334,419
Caterpillar Plant Expansion	Caterpillar Inc.	Simon Associates	Feb-09	5%	\$4,500,000
Johnson Dental	Dr. Kent Johnson	Simon Associates	Feb-09	5%	\$818,000
Western Retail	Western Oil	David W. Dial Architects	Dec-08	5%	\$1,222,309
Caterpillar Entry Addition	Caterpillar Inc.	Simon Associates	Dec-08	5%	\$515,050
Old Hawthorn Maintenance Building	Old Hawthorn Golf LLC	Simon Associates	Dec-08	20%	\$511,413
US Cellular Building	US Cellular	Mekus Tanger	Dec-08	20%	\$731,109
Old Hawthorn Wellness Center	Old Hawthorn Golf LLC	Simon Associates	Nov-08	15%	\$820,000
MBS Parking Lot Addition	Bob Pugh	Simon Associates	Aug-08	10%	\$227,943
Boone County Bank Call Center	Boone County Bank	Simon Associates	May-08	15%	\$789,876
Perry Collision	Perry Investments	Simon Associates	Sep-07	40%	\$1,500,000
Tiger Carwash - Grindstone	Rollie Bartels	Simon Associates	Aug-07	20%	\$450,000
Johnston Paint & Decorating	Johnston Paint & Decorating	Simon Associates	Aug-07	30%	\$1,500,000
Old Hawthorne Golf Clubhouse	Old Hawthorne Golf LLC	Simon Associates	May-07	25%	\$5,037,050
Perry Paint Shop	Perry Investments	Simon Associates	May-07	40%	\$500,000

LITTLE DIXIE CONSTRUCTION

COMPANY INFO – PAGE 12



Attachment C

Joseph W. Gruender

3316 LeMone Industrial Blvd

Columbia, MO 65201

(573) 864-4513

Current Work Experience

Little Dixie Construction LLC

Employed Since: August, 2001

Current Position: Senior Project Manager/ Estimator

LDC Projects: Boone County Bank – 1st Floor Remodel (current)

Chapel Hill Development (current)

Auto Owners Insurance

Bright Start Academy

Boone County Sheriff's Annex

Police Training Facility

Boys & Girls Town of Missouri

Fire Station #9

Command Web

Courtyard by Marriott

Previous Work Experience

Quality Drywall Construction, Inc.

Mike Leopard

(573) 449-1044

Employed From: October 1987 to August 2001

Position: Estimator/ General Manager

Duties Included: blueprint takeoffs; material and labor pricing to create bids; negotiating contracts; ordering and scheduling delivery of materials; overseeing the scheduling of crews; tracking job costs for future estimates and billing. I also use computer programs including Word, Access, Excel and The Edge estimating program with the use of a digitizer board. October 1987 to November 1989 – Journeyman Carpenter working on job sites supervising metal stud, drywall and acoustical ceiling installation crews.

Atkins Building Services

Dave Fore

(573) 874-4000

Employed From: April 1985 to October 1987

Position: Journeyman Carpenter

Duties Included: working on job sites supervising metal stud, drywall, and acoustical ceiling installation crews.

Prior to 1985

Work history prior to 1985 includes various positions of construction including multiple aspects of carpentry, equipment operator and truck driver.

Education

Hickman Senior High School

Columbia, MO 1971 – 1974

LITTLE DIXIE CONSTRUCTION COMPANY INFO – PAGE 13



Attachment D

Jacob Cafourek

3316 LeMone Industrial Blvd
Columbia, MO 65201
(573) 864-4515

Current Work Experience

Little Dixie Construction LLC

Employed Since: May 2004

Current Position: Project Superintendent

LDC Projects: McCosh Chevrolet (current)

NH Scheppers

Break Time Brookfield – Remodel

Command Web Addition

Break Time Hayti - New Construction

Break Time Mexico – Remodel

Ol' Blue Hunting Lodge St. Charles

AAA Building St. Louis - New Construction

Best Buy/Office Depot Jefferson City - New Construction

Previous Work Experience

Charter Communication's

1-888-438-2427

Employed From: April 1999 – May 2004

Position: Assistant Technician

Duties Included: Installing fiber optic cables and modem cables. I was a part of the Emergency Response Team for the state of Missouri

Education

Hallsville High School

Hallsville, MO

1992 – 1996

Builders Trade School – Rock Bridge High School

Columbia, MO

1994-1996

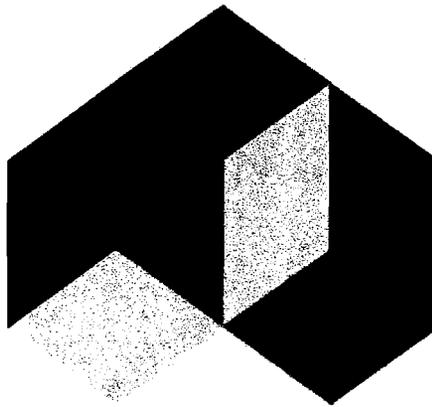
A CIVIL GROUP COMPANY INFO – PAGE 1

A CIVIL GROUP

A CIVIL GROUP

CIVIL ENGINEERING - PLANNING - SURVEYING

*STATEMENT OF QUALIFICATIONS PREPARED FOR BOONE COUNTY
ENGINEERING SERVICES RELATED TO THE LANDSCAPING RENOVATIONS
TO THE COURTHOUSE PLAZA*



3401 Broadway Business Park Ct.
Suite 105
Columbia, MO 65203

Phone: 573-817-5750

Fax: 573-817-1677

Email: office@acivilgroup.com

<http://www.acivilgroup.com>

A CIVIL GROUP COMPANY INFO – PAGE 2

PAGE 2

A CIVIL GROUP

COMPANY PROFILE

We, A Civil Group, LLC, are a professional civil engineering and surveying firm. We pride ourselves on outstanding customer service and the ability to provide cost-effective results in a time efficient manner. Our projects range from small commercial site plans and individual residential surveys to large-scale subdivisions, national franchise site plans, multi-building high-density apartment developments, boundary surveys and construction staking projects. Our company is able to provide engineering and surveying services including, but not limited to, land surveying, planning and design, construction surveying, civil site design, roadway design, storm water design & management, and sanitary sewer design.

A Civil Group was founded in October 2000, and over the last seven years has grown to 10 employees with an extensive clientele. Our office is located in Columbia, Missouri and employs a range of technical personnel highly trained and experienced in our scope of work. We have completed a majority of our work in the Columbia area, but have also successfully completed an increasing number of projects throughout Missouri. Our team currently includes engineers, professional surveyors, degreed draftsman and designers, and field survey crews.

A Civil Group employs many engineers, surveyors and design technicians who are native to the Mid-Missouri area and are familiar with applicable codes, ordinances and design standards. In addition, our employees are familiar with standards and regulations of many municipalities outside of our community. Several employees of A Civil Group have gained knowledge and formed strong relationships through experiences working for local municipalities, consultants, and contractors. Through continuing education and project experience our employees maintain familiarity with the newest technologies and the latest engineering practices.

Whether working for an individual, a corporation, or a municipality, through open communication and a dynamic relationship, we at A Civil Group hold client satisfaction paramount throughout the entire course of all projects. Our goal is to provide a complete and positive experience to every client and to ensure that our clients feel they have received the utmost service and respect.

A CIVIL GROUP COMPANY INFO – PAGE 3

PAGE 3

A CIVIL GROUP

THE GROUP

Jay A. Gebhardt PE, PLS

- Professional Engineer 1992
- Professional Land Surveyor 2001
- Graduate University of Missouri 1987,
B.S. Civil Engineering
- Over 25 years experience

Patrick M. Devaney MS, PE

- Professional Engineer 2007
- Graduate University of Missouri 2001,
B.S. Agricultural Engineering
- Graduate University of Missouri 2003,
M.S. Biological Engineering

Christopher M. Sander PE, PLS

- Professional Engineer 2001
- Professional Land Surveyor 2003
- Graduate University of Missouri 1996
B.S. Civil Engineering

Cody A. Darr EI

- Engineer Intern 2006
- Graduate University of Missouri 2006,
B.S. Civil Engineering

Brent A. Brown

- Project Manager
- Graduate University of Central Missouri
1999, B.S. Drafting Technology
- Twelve years experience

Spencer M. Haskamp

- Project Manager
- Graduate Southwest Missouri State
University 2002, B.S. Drafting & Design
- Ten years experience

Kevin P. Murphy

- Designer
- Over 24 years experience

Suzanne M. Gebhardt

- Accounting
- 24 years experience

Bill E. Carter

- Survey Crew Chief
- 44 years experience

Jonathan E. Carter

- Survey Crew Chief
- 19 years experience

A CIVIL GROUP COMPANY INFO – PAGE 4



PAGE 4

PROJECT SPECIFIC INFORMATION

The engineers and surveyors at A Civil Group are proud to have been a part of many successful projects similar to yours. Related projects we have been a part of involve a combination of public parks, commercial site plans, trail design, and sidewalk plans for public and private development alike. These projects have included extensive design involving a variety of pavement surface designs, incorporation of applicable standards and regulations which apply such as City of Columbia Ordinances, Building Codes and ADA standards. During these projects we have developed strong professional relationships with much of the personnel at Boone County and City of Columbia that often affords our engineers the opportunity to expedite necessary correspondence, permitting, and meetings; there by minimizing time and cost to our clients.

The scope of services issued with this request for proposals incorporates many services we complete on a routine basis. That being the case, our approach would include efficiency, accuracy, and client satisfaction. Our primary focus while approaching and completing these projects is constant and open communication. We will attend meetings and issue correspondence as necessary to deliver a product that meets all of the needs of Boone County. We have substantial experience in field surveying, preliminary and final construction plan design, construction supervision, and verification of proper bmp installation and maintenance, all of which are included in your project scope.

A CIVIL GROUP COMPANY INFO – PAGE 5

PAGE 5

A CIVIL GROUP

CIVIL SCOPE OF WORK

Research:

- Locate and acquire existing survey's, deeds, etc. to establish right-of-way, existing lot lines, and easements
- Obtain record title information reports for area if needed
- Obtain any Civil Site Plans previously used for Plaza construction

Survey Field Work:

- Complete topographic survey of area of interest including field survey of all utilities, storm water structures, streets, walls, and other features required to provide an accurate topographic survey of the project area where required.

Engineering of Preliminary Design:

- Correspondence with Landscape professionals to come up with a viable design including grading and drainage concerns.
- Establish pedestrian access/rest areas, ADA accessible zones, pavement/turf surfaces.
- Adapt and revise design as necessary with applicable parties.

Design and General Considerations:

- Assemble survey and engineering data into Final Construction Documents.
- Prepare final plans for submittal/review:
 - Construction plans
 - Project specific construction specifications as needed
 - Complete applications and obtain permits as required
- Offer consultation during the construction processes, including bmp maintenance for contractors.

A CIVIL GROUP COMPANY INFO – PAGE 6

PAGE 6

A CIVIL GROUP

EXAMPLE PROJECTS

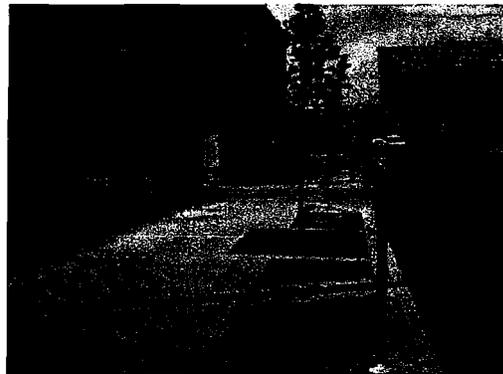
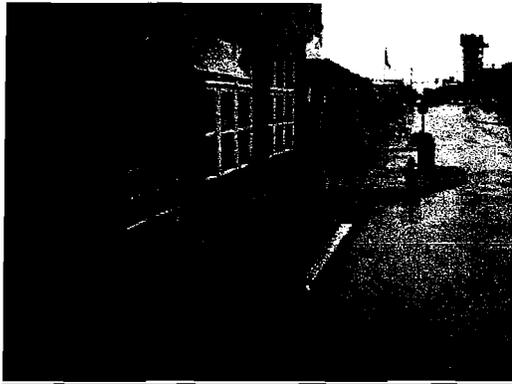
The service offered by A Civil Group affords our clients the advantage of professional consultation from the initial conceptual stage through completion of the entire project. Virtually all of the projects that A Civil Group completes include infrastructure design, including roads, parking facilities, utility design, storm water management, and land preservation. The following list highlights a few of the projects that A Civil Group has successfully completed over the past few years that would be representative of services we will provide for this project.

Fifth Street Sidewalk Renovation

Location: Columbia, MO 5th Street

Site Description: Sidewalk along 5th Street, Downtown Columbia

Scope of Work: Prepare Final Construction plans for the renovation of approximately 200' of Sidewalk along 5th street.



A CIVIL GROUP COMPANY INFO – PAGE 7

A CIVIL GROUP

PAGE 7

Lewis & Clark Trailhead Plaza

Location: Jefferson City, Missouri

Site Description: -20,000 square foot Landscaping Project at the Katy Trail Trailhead near the Capitol Building.

Scope of Work:

- Correspondence with a team of professionals including international architect, Austin Tao.
- Site design of pedestrian/bicycle friendly trailhead park, including a paved/stone internal pedestrian pedway and plaza, utility design/coordination, stepped grading and rock boulder retaining wall design.
- Civil Construction Document Preparation.
- Preparation of SWPPP, Specifications, Construction Cost Estimates for bidding purposes.

Visit <http://visitjeffersoncity.com/blog/2009/08/14/lewis-and-clark-trailhead-plaza/> for more pictures



A CIVIL GROUP COMPANY INFO – PAGE 8

PAGE 8

A CIVIL GROUP

Paving and Storm Drainage Improvements for Alley A

Location: Columbia, MO 10th Street & Alley A
Site Description: Downtown Columbia existing Alley
Scope of Work: Design-Build to renovate and eliminate failing pavement and drainage problems while increasing aesthetic appeal of the Alley.



Columbia Parks & Recreation/Boone County – Atkins Memorial Park

Location: Northeastern Boone County (Hwy. 63 & Oakland Gravel Road), Missouri
Site Description: 80 acre public park & sporting complex
Scope of Work:
-Boundary Survey
-Preliminary Platting
-Conceptual Layouts
-Construction Documents (Site, Grading, Storm Sewer Design)
-Storm Water Detention Facility
-Construction Staking for Contractor

A CIVIL GROUP COMPANY INFO – PAGE 9

A CIVIL GROUP

PAGE 9

REFERENCES

Rob Wolverton

R Anthony Properties
Columbia, Missouri
573-876-9234
Email:
RobWolverton@anthonyproperty.com

Don Stohldrier

Lifestyle Homes
Columbia, Missouri
573-449-9000
Email: cty56116@centurytel.net

Terry Wilson

Wynfield
Development/
Columbia, Missouri
573-446-3232

Bob Walters

Virtual Realty
Columbia, Missouri
573-442-5153
Email: Bobwalt65203@aol.com

Jay Wilson

Weichert Realtors
Columbia, Missouri
573-268-6949
Email: jwilson@firsttierrealtors.com

Bruce Hillis

Americare USA
Sikeston, Missouri
573-471-570
Email: bhillis@americareusa.net

A CIVIL GROUP COMPANY INFO – PAGE 10

PAGE 10

A CIVIL GROUP

STANDARD RATE SCHEDULE

2012

ENGINEER I	\$ 120 /HOUR
ENGINEER II	\$ 110 / HOUR
ENGINEER III	\$ 100 /HOUR
SURVEYOR I	\$ 95 /HOUR
SURVEYOR II	\$ 75 /HOUR
SURVEYOR III	\$ 60 /HOUR
DESIGNER	\$ 105 /HOUR
DESIGN TECH.- PROJECT MNGR	\$ 85 /HOUR
DESIGN TECHNICIAN II	\$ 80 /HOUR
DESIGN TECHNICIAN III	\$ 75 /HOUR
1-MAN SURVEY CREW	\$ 115 /HOUR
2-MAN SURVEY CREW	\$ 125 /HOUR
3-MAN SURVEY CREW	\$ 135 /HOUR
OUTSIDE COPIES	ACTUAL EXPENSE
OFFICE COPIES	
LARGE COPIES	\$ 4.00/EACH
REGULAR COPIES	\$ 0.50/EACH

A CIVIL GROUP COMPANY INFO – PAGE 11



PAGE 11

LIABILITY AND INSURANCE

- Workers Compensation and Employers Liability as required by law
- Commercial general liability with limits of liability of \$7,000,000
- Automobile liability insurance with limits of liability of \$2,000,000
- Professional Liability with limits of liability of \$1,000,000



BOONE COUNTY, MISSOURI

Request for Proposal #: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

ADDENDUM #3 - Issued April 20, 2012

This addendum is issued in accordance with the Introduction and General Information of the proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

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

The County received the following questions and is providing responses below:

- 1) Can we get electronic CAD drawings of the existing courthouse plaza?

Response: The County is not able to get electronic CAD drawings.

- 2) After award, will the County require as-built drawings to be approved?

Response: Yes

- 3) We may have problems meeting the October 31, 2012 completion date. Is there an event that is happening this fall that it has to be completed by? For example, an event that is happening prior to First Night on December 31?

Response: The Plaza Renovation Project MUST be complete by Veteran's Day, Monday, November 12, 2012. Therefore, the County will extend the project completion date of October 31, 2012 on page 8 to **Friday, November 9, 2012.**

- 4) Page 9, #9, refers to a scoping committee and the North Entrance. We do not see what this paragraph is referring to "a number (1) with "The Scoping Committee". Where is that really directing us to go?

Response: On Page 9, #9, delete the following from that paragraph "See number (1) below under "The Scoping Committee..."

- 5) Does the grade need to meet ADA requirements (page 8, 3.2)?

Response: All new construction needs to meet ADA requirements.

- 6) Existing steps between the columns...are we allowed to include anything around the columns? Is our scope area only the hatched areas on that plan or can we work outside that plan?

Response: The steps between the columns need to stay. The concrete around it is optional.

- 7) Is there any other historical significance on the square that we should be award of or concerned about other than the existing plaques and sculptures.

Response: The Confederate Rock

- 8) Would you consider extending the bid deadline a week or two? It would be difficult for us to get our sub-contractor/electrical quote numbers from our vendors on such a large scope of a project.

Response: The Request for Proposal submittal/due date has been extended to:
1:15 p.m., Thursday, May 10, 2012

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #3 to Request for Proposal # 19-01MAY12 – **Landscaping Services for Courthouse Plaza Renovation** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI

Request for Proposal #: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

ADDENDUM #2 - Issued April 17, 2012

This addendum is issued in accordance with the Introduction and General Information of the proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

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

The County received the following questions and is providing responses below:

- 1) What is expected to be the level and detail of the design work of the concept plan? Just some bubble plans where you pick the plan then we go back to work on the final product or are you looking for the final design that they should submit with the proposal or just a concept design that will be completed after the vendor is chosen.

Response: Offeror should come up with a design concept. Line items should include overhead costs for building.

- 2) Will a SWPP stormwater management or a land disturbance permit be required?

Response: A SWPP stormwater management or a land disturbance permit will NOT be required since this project is mostly a tear out and replace with a reduction in impervious area, and it is under an acre.

- 3) Will security cameras be a part of this project?

Response: Security cameras will not be a part of this project.

- 4) Will the County require a public review process?

Response: The County will be utilizing a committee to evaluate the proposal responses. The award recommendation will be presented in two Commission public meetings as is our routine process for contract award from Request for Proposals. No additional public process will be added to this project.

- 5) What is the expected capacity for local group events?

Response: Most of the time the current space has been adequate. *First Night* does fill the entire space. The County is leaving it to the Offerors to propose and develop a space that will meet the community needs in the best way possible.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #2 to Request for Proposal # **19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI

Request for Proposal #: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

ADDENDUM #1 - Issued April 9, 2012

This addendum is issued in accordance with the Introduction and General Information of the proposal and is hereby incorporated into and made a part of the Request for Proposal Documents. Offerors are reminded that receipt of this addendum should be acknowledged and submitted with Offeror's proposal response.

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

- 1) On April 4, 2012, the United States District Court for the Eastern District of Missouri entered an injunction prohibiting the enforcement of Missouri's Excessive Unemployment Law, Sections 290.550-290.580. In light of that injunction, please delete page 49 of the RFP – *Excessive Unemployment and Restrictive States*.
- 2) The County has made available for information purpose, copies of the Courthouse Plaza Plan from when it was originally built. Offeror's may pick-up this plan in the Purchasing Office, Room 110, 613 E. Ash, Columbia, MO 65201 between the hours of 8:00 a.m. – 5:00 p.m, Monday - Friday.
- 3) Attached is the *Avenue of the Columns Master Plan* for information purpose.
- 4) Paragraph under 3.3 – Scope of work reads:

Offeror shall itemize schematic(s) with associated costs. County reserves the right to purchase design elements from multiple Offerors, so all Offerors must clearly outline any cost to County for purchasing select design elements even if Offeror is not the awarded the entire project contemplated by Offeror. County will only purchase individual elements from responsive proposals that have bid the entire project.

The following clarification is provided to this paragraph:

The County plans to negotiate and award to one Offeror from this Request for Proposal. However, there may be elements of design in another Offeror's proposal response that the County may want to incorporate into the awarded Offeror's plan. Therefore, Offerors should provide a cost for the County to purchase their schematic design in its entirety so the County can pick and choose from those design elements.

A final plan will be approved by the County prior to the Notice to Proceed being issued to the Contractor.

- 5) Grass pave shall be on each side of the sidewalk in the plaza area. Total width should be 20' which includes grass pave and sidewalk. Note: Walnut Street entrance to plaza and sidewalks other than

plaza shall not have grass pave. If there are sidewalk areas wide enough for a truck then grass pave is required. If the sidewalk is narrowed to not handle a vehicle, no grass pave is required.

- 6) Attached are pictures of stainless steel artwork that the County has in storage. The artwork was originally used in the river garden when it was operational. This artwork may be incorporated into Offeror's conceptual design plan. There are 10 sheets of artwork, 140" long x 37" wide, and the legs are 12".
- 7) Add to paragraph 3.3.A. - Submit a conceptual design plan from several different angles.
- 8) Add to paragraph 3.3. A. - 19. At the close of the project, the Contractor shall provide the County with a list of recommendations for the care of the perennial plants.

By: 
Melinda Bobbitt, CPPB
Director of Purchasing

OFFEROR has examined copy of Addendum #1 to Request for Proposal # **19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation** receipt of which is hereby acknowledged:

Company Name: _____
Address: _____

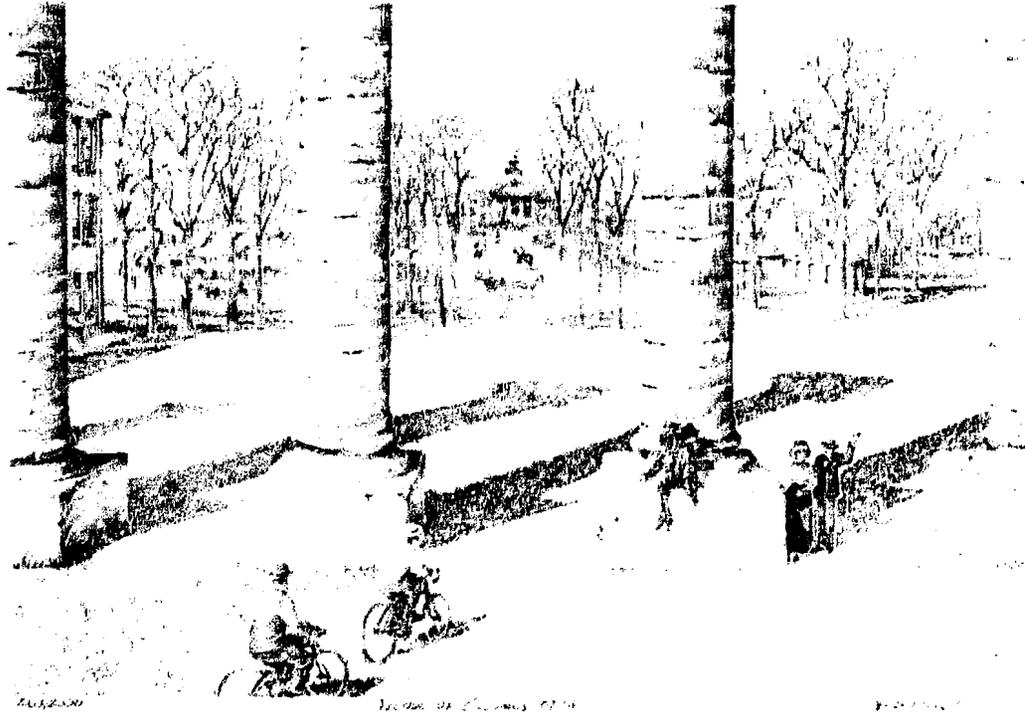
Phone Number: _____ Fax Number: _____
E-mail address: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____

AVENUE OF THE COLUMNS

COLUMBIA, MISSOURI



MASTER PLAN

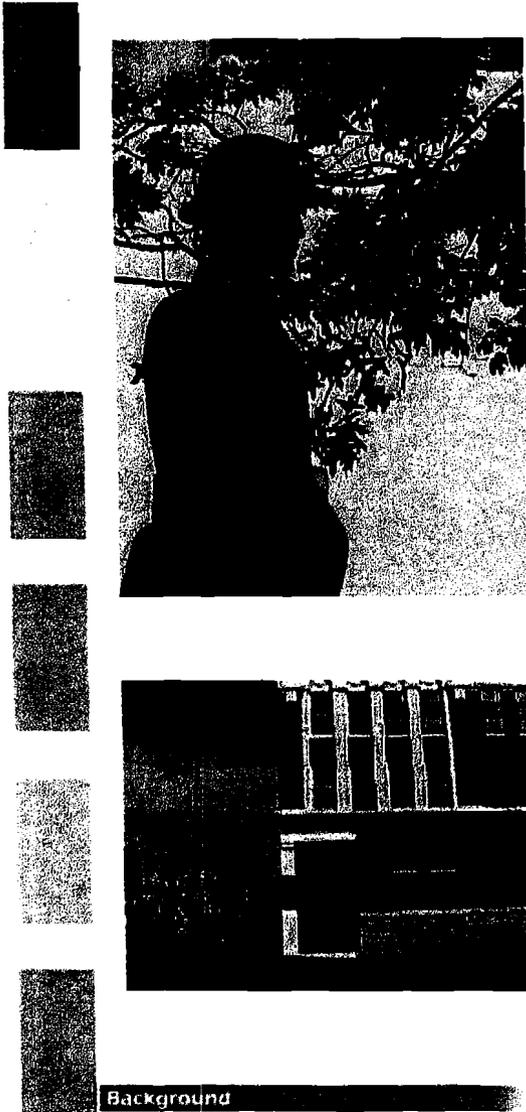
April 11, 2005
Final Draft

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North Kansas City, Missouri

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Introduction

The Eighth Street Corridor is central to the history and growth of Columbia since its founding in the early 1800s. Linking the historic columns at the courthouse square to the columns cast in the Francis Quadrangle foreground of Jesse Hall, the Avenue of the Columns serves to remind us of the important relationship between Columbia and the University of Missouri. This legacy casts a unique and exciting character on this corridor, and focuses the potential for realizing a vision of vigor and excitement in the future of the Avenue of the Columns and Downtown Columbia as a whole.

The Goal of this Master Plan is to provide recommendations for re-characterizing and invigorating the Avenue of the Columns including implementation strategies focused on capturing the potential of the corridor and rephrasing the corridor from its "9-5" character and realize the potential and opportunities that exist.

Many challenges confront this endeavor, and success will ultimately depend on forward thinking creative efforts through design and implementation at all levels from the regulatory framework to the development community.

Recommendations of this plan build on the strengths of the exiting neighborhood and business framework to provide for improvements focused to improving the interaction of the pedestrian in the urban framework. This plan also identifies opportunities to re-characterize the urban context including planned and potential civic, retail, office, and residential uses.

Project Description

Jeffrey L. Bruce & Company (JBC) was selected in the Fall of 2001 to participate in a design competition for the Master Plan of a Streetscape for the Avenue of the Columns. Proposing a concept that envisioned a result extending beyond the streetscape to the fabric of the downtown, JBC was selected and ultimately authorized in the Summer of 2003 to initiate a planning process to study and develop short and long term strategies for the revitalization of the Avenue of the Columns.

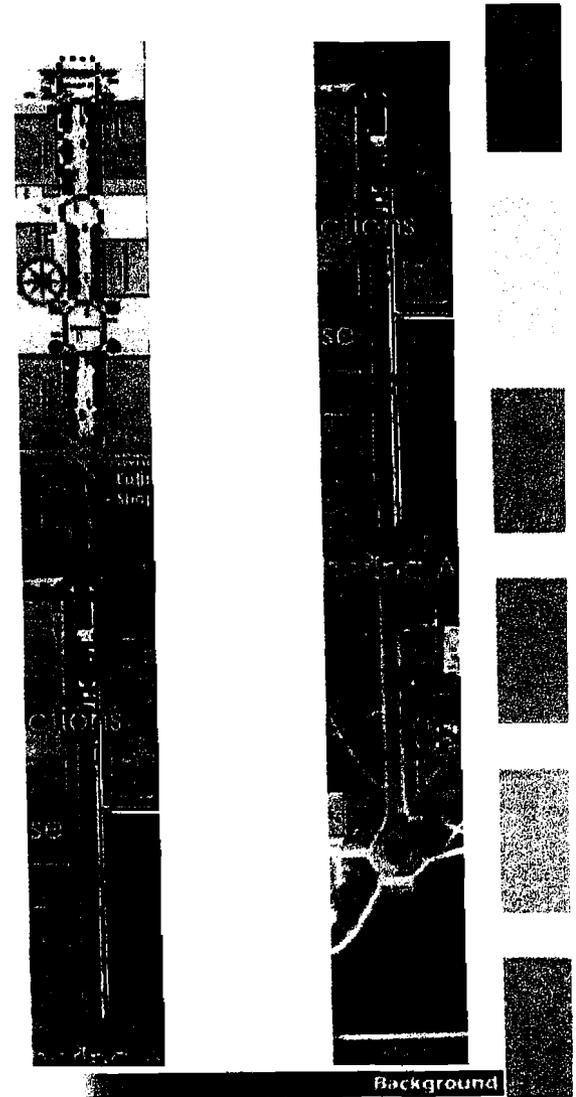
Organization of this Plan

The Avenue of the Columns Master Plan is presented in five parts.

- The first part consists of a background section, establishing a basis for the project through discussions of the community, evolution of the project and acknowledgment of the vision supporting this effort.
- Part two discusses the framework within which the project is perceived, describing the project area, its physical context and the functional framework that the master plan process responds to.
- The third part of this master plan discusses our approach to enhancing the pedestrian environment by presenting functional tools that are available to create successful streetscapes and related opportunities. This section breaks down the streetscape into functional zones and gives meaning and purpose to the elements that are considered in each.
- The Streetscape Master Plan is discussed in detail as part four, looking at recommendations for the proposed streetscape footprint within each block, key focus areas within the Avenue, and recommendations for streetscape elements that will be key components of the streetscape vernacular.

· Part five is a discussion of implementation issues and recommendations on matters such as phasing, development tools, etc.

Within the appendix, we have documented the committee driven process providing insight into the community aspect of the master planning process. Also, attached to the appendix is a general glossary of streetscape terminology for reference and an opinion of implementation costs for future use.



Background



The monument square was also used well in 1878 when 20 shareholders of the Southern Co. bought 2,720 acres just west of Clark County in what was then the unincorporated center of Howard County.



Background

History

Columbia's history has been significant and meaningful both as a prominent community in the great American west and as a leading University town west of the Mississippi. The Avenue of the Columns captures many aspects of this history as reminders of the unique history and importance of Columbia.

Many native tribes roamed this area of the west with the Osage and Missouri Indians in particular frequenting many parts of Missouri in the times prior to Lewis and Clark's expedition which took place in the early 1800s.

Originally a settlement named Smithton, the establishment moved east across the Flat Branch due to a lack of water and was renamed Columbia in 1821. The City of Columbia was formally organized in 1892 and became incorporated in 1949.

The University of Missouri was founded in 1839, the first State University west of the Mississippi River. On January 9, 1892 the school's main academic building, simply called Academic Hall, burned to the ground, leaving little more than six stone columns standing. The columns built from local limestone still stand today at the south terminus of the Avenue of the Columns and have become a symbol of the campus and form the center of Francis Quadrangle, the oldest part of campus.

The Courthouse Square, anchoring the northern end of the Historic Avenue of the Columns, has become the jewel of downtown. Flanked by the

Roger B. Wilson Boone County Government Center and the Boone County Courthouse, the square has become the premier gathering place for the community.

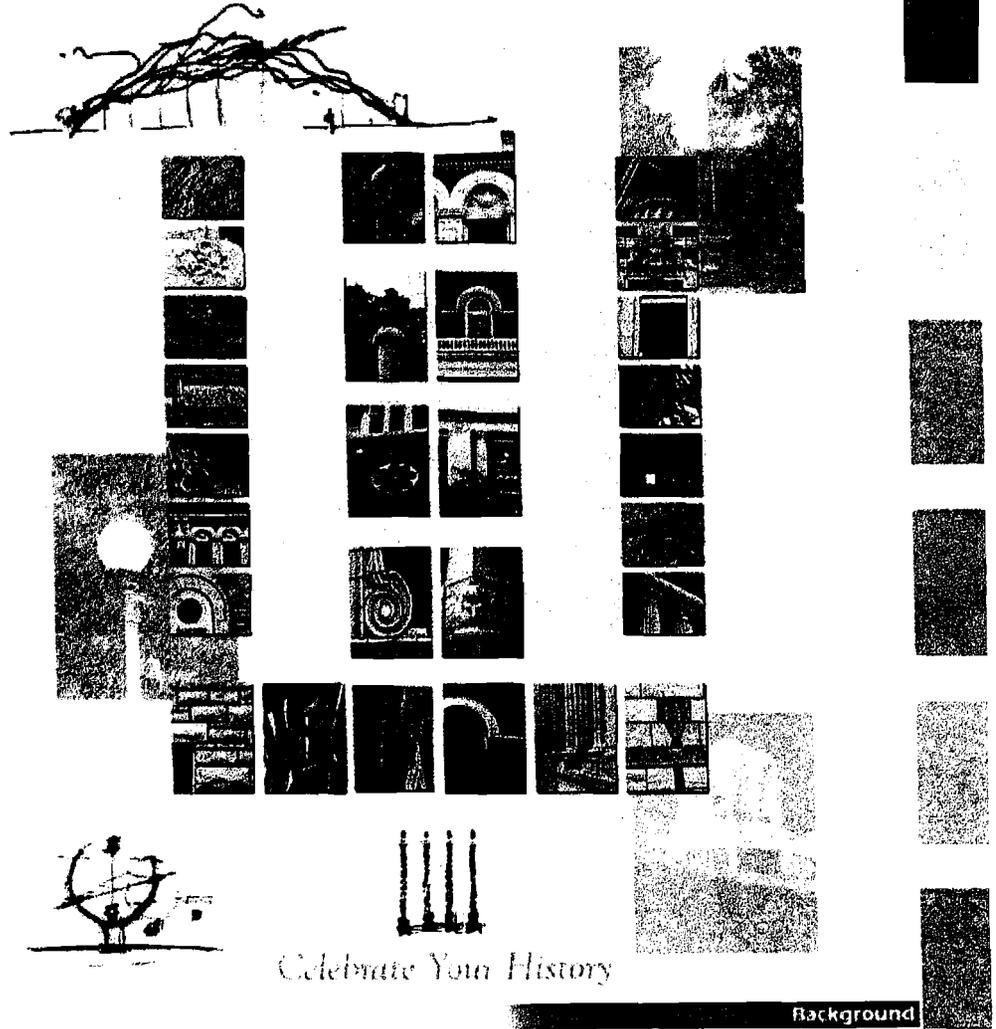
Boone County used the original courthouse located on this site throughout the 19th century. When the 1906-09 courthouse neared completion, the County Court ordered the old building razed. After a concerted effort by townspeople to save the building, the decision was made to preserve the columns. Today, the columns of the 1846 courthouse and the columns of the University's Academic Hall stand in their original alignment of the mid-19th century providing iconic symbols of the remarkable town / gown history of Columbia and speak to the significance of the Avenue of the Columns.

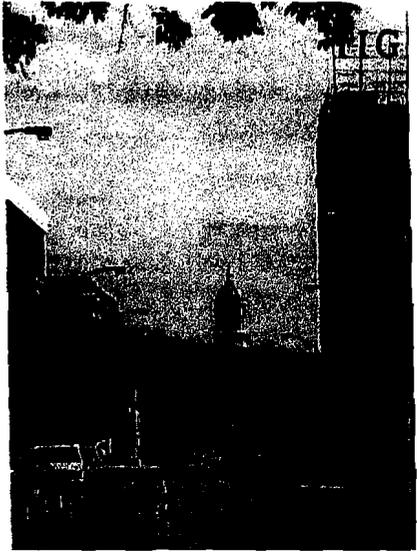
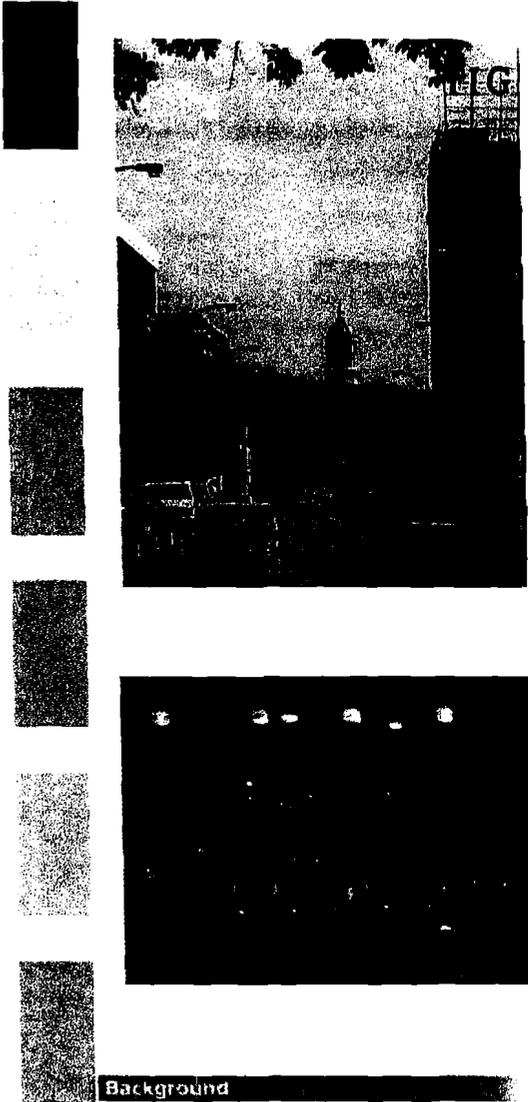
Vision

Guiding this effort is a vision for the Avenue of the Columns that began to take shape in the early 1990s, seeking to capture the promise and potential of downtown redevelopment in a time when the model for most communities was a type of "secular suburbanism". At that time a group of community leaders pursued a vision for the Avenue of the Columns and downtown that would return the focus to community potential through identity and social interaction; turning resources inward and drawing upon the history and strengths that make Columbia unique and exciting. As time passed, the downtown did begin to revitalize and the unique potential of the Avenue of the Columns became even truer.

The vision that began in the early '90s is clearer and closer today with many of the ideas from that time carrying forward to this process. The vision statement guiding this effort is as follows:

"The mission of the Avenue of the Columns Committee is to create a beautiful, historic walkway from Columns to Columns that incorporates landscaping, trees, brickwork / stonework, and creative lighting that encourages the development of retail and gathering space wherever possible. The effort should focus on the history of Columbia, especially as it relates to the Town / Gown relationship."





Background

Avenue of the Columns Design Objectives

Responding to this vision this Master Plan pursues these specific objectives:

- *Guide the nature of Public & private improvements*
- *Create a pedestrian oriented environment that is safe, visually pleasing, accessible, and comfortable.*
- *Promote sidewalk interest and activity support commercial interests*
- *Enhance the character of downtown*
- *Reinforce the unique character of Columbia*
- *Integrate diverse uses into a common fabric*
- *Maintain a sense of connection to the history of the community*
- *Unify the visual image of the Avenue of the Columns by implementing a series of streetscape improvements*

Process Summary

The Master Plan process was designed to understand the range of opportunities and challenges facing this revitalization effort and to develop trust and advocacy through the community and University that will aid in the implementation process through each phase.

Guiding the Master Plan process was a committee comprised of community leaders whose insight and leadership shaped the outcomes of the

planning process and help to envision a resolution to the many complex issues that result from such an undertaking.

The committee participated in numerous exercises and input sessions focused toward realizing the truths about the Avenue of the Columns and the surrounding community. Their input provided insight and validation of elements of identity and concepts of community forming the basis for an approach that is specific to the project area and focused on the unique qualities of the Avenue of the Columns, Columbia and the University. Throughout the process the committee helped to shape the major vision themes and established goals and objectives that would determine the success for the project. As issues and ideas were formulated, they were tested against the diverse perspective of the committee to ensure broad support of the recommended initiatives and strategies of the plan.

Additional community and University input was sought through focused meetings with the University planners, private developers, and community leaders; and public input was collected at the fall twilight festival.

The Avenue of the Columns Committee was comprised of the following individuals:

ROSTER

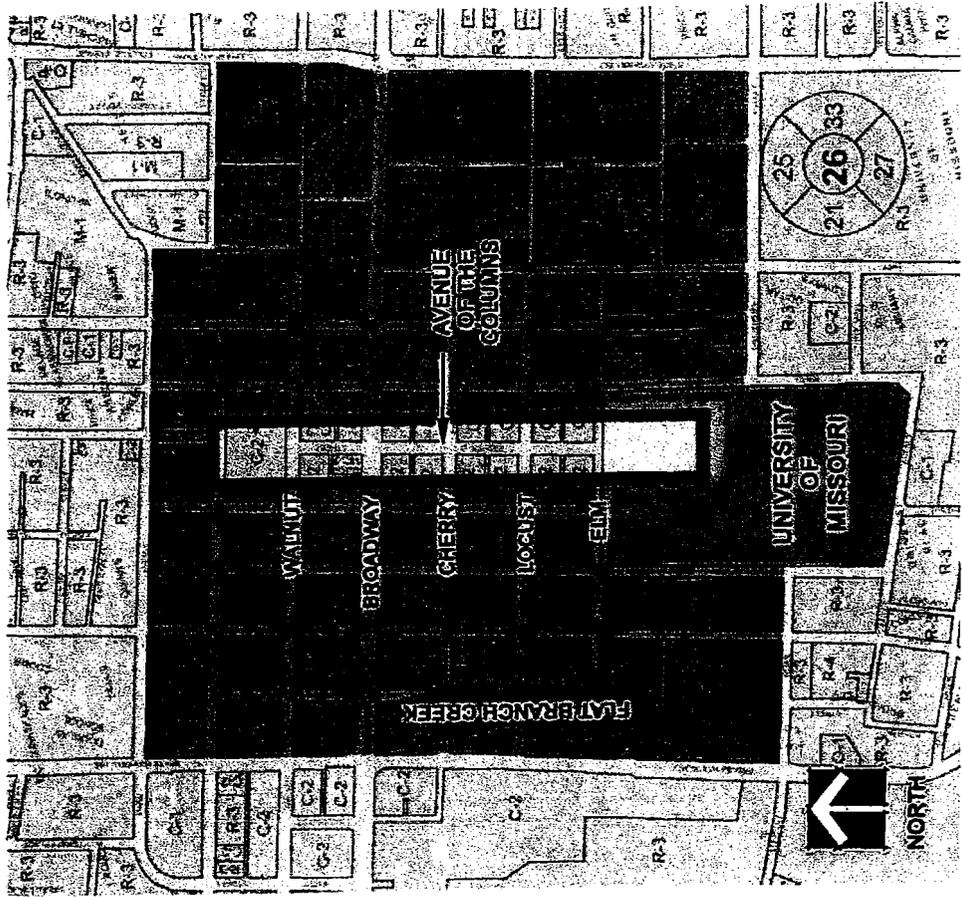
- | | |
|----------------------------------|---------------------------------------------|
| Mary Wilkerson – Committee Chair | Boone County National Bank |
| Ray Beck | City of Columbia |
| Jeff Brinegar | Bank of America |
| Doug Crews | Missouri Press Association |
| Charlie Digges, Jr. | The Insurance Group |
| Arnie Fagan | Cool Stuff |
| Bo Fraser | Boone County National Bank |
| Carrie Gartner | Downtown Columbia Association |
| Libby Gill | |
| Randy Gray | Special Place Development |
| Kee Groshong | |
| Jan Grossman | Boone Hospital Foundation |
| Brian Hajicek | Tofle, Oxenhandler & Hajicek, Attorneys |
| Martha Hills | |
| Darwin Hindman | City of Columbia |
| Marie Nau Hunter | City of Columbia Office of Cultural Affairs |
| Bob Hutton | Columbia College |
| Mark Jarvis | University of Missouri-Columbia |
| Sherman Kelly | D & M Sound Building |
| Karl Kruse | |
| Sabrina McDonnell | First National Bank |
| Hew McElroy | Harry S Truman Veterans Hospital |
| John Ott | Tiger Hotel Building |
| Linda Phillips | John Phillips Architects |
| Linda Rootes | NCCNA |
| Keith Schnarre | Boone County Commission |
| Shelly Simon | Simon Oswald Associates |
| Jim Sterling | Missouri School of Journalism |
| Mike Vangel | Vangel Associates |
| Remy Wagner | Calvary Episcopal Church |
| Skip Walther | Walther Antel & Stamper PC |
| Bill Watkins | City of Columbia |



Background



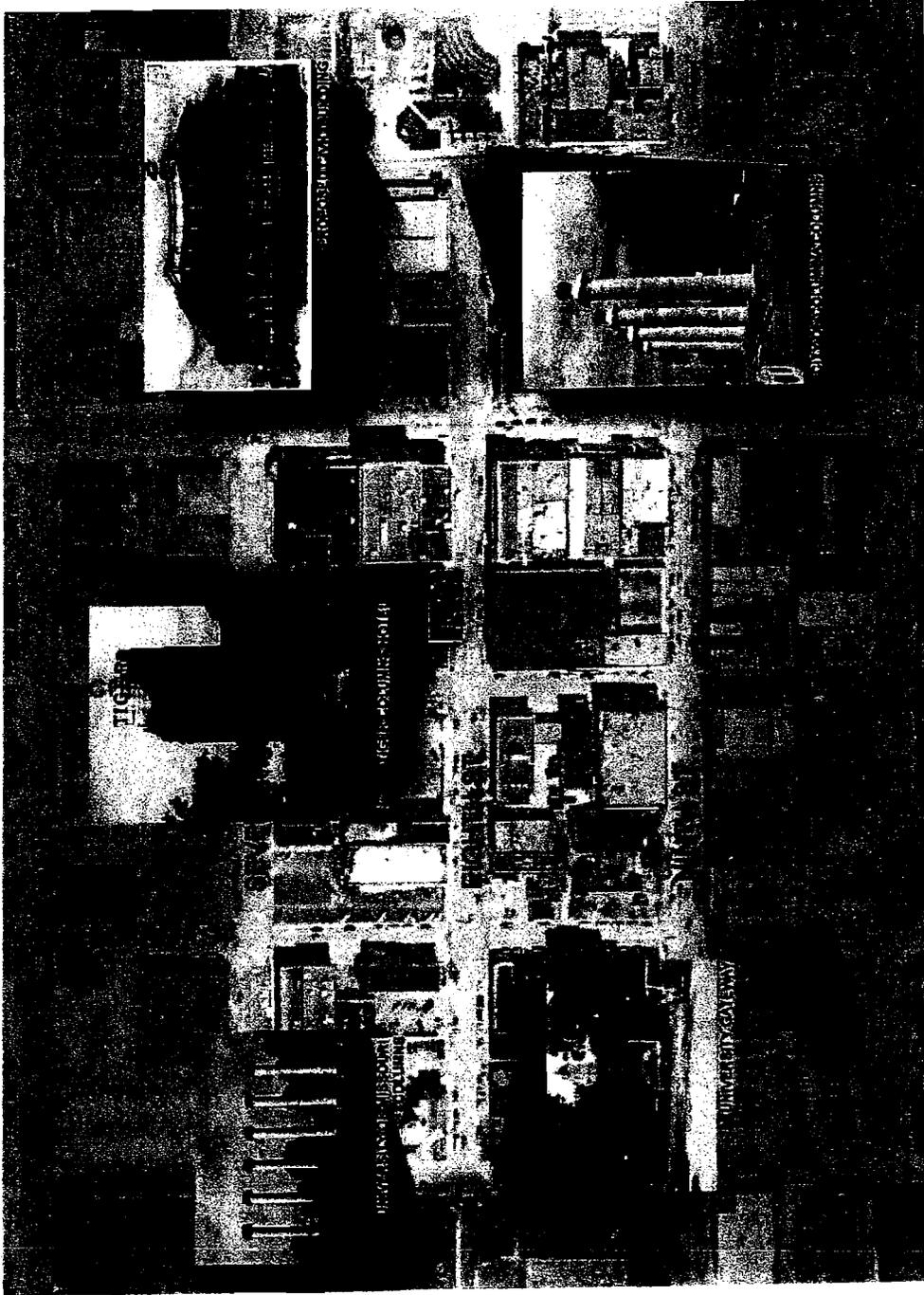
Study Area



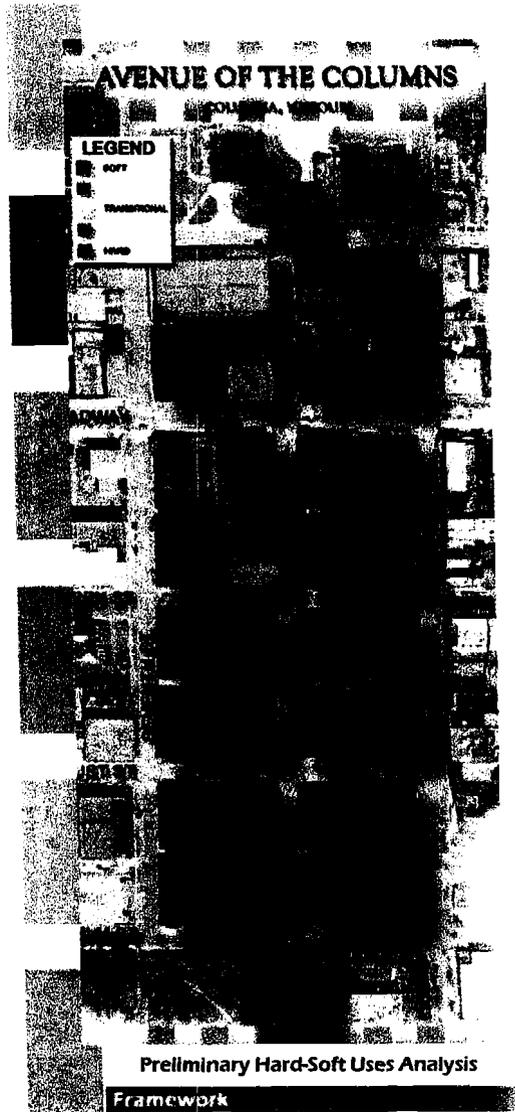
Framework 8



Street Character



Framework



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Streetscape Framework

The overall objective of this plan is to establish a unifying streetscape character framework for the Avenue of the Columns that is expressed in a base palette of dimension, elements, materials and finishes.

As the process evolved there were several areas within the Avenue of the Columns that were uniquely characterized by the functional and streetscape character they exhibit. These functional districts and typologies of use along the avenue begin to demonstrate the reasons for the nature of the streetscape today and can serve as the basis for change in future efforts. Coupled with the analysis of hard and soft uses, areas of commonality of use and perspective can be realized as complimentary to the future of the avenue or as having potential for change within the framework of these efforts.

These characterizations become the basis for evaluating individual segments of the corridor and serve to capture the potential for their inclusion in the evolving streetscape. While it is assumed that the identity of the entire avenue will be unified functionally and aesthetically by common treatments in dimension and material, unique aspects of the corridor should also be reflected in the streetscape whether functional or material in nature.

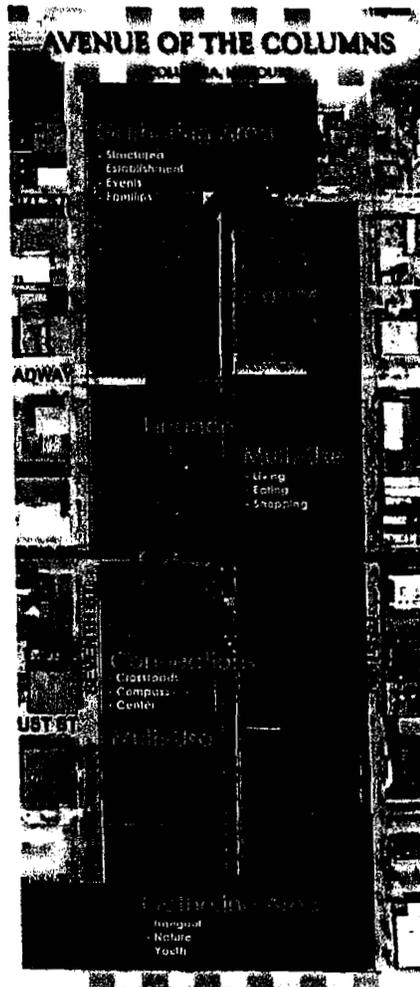
While this plan provides the framework for realizing and acknowledging the strategies and components of the streetscape, specific design of the individual component aspects of the streetscape are beyond the scope of this Plan, and

is the logical next step in implementing the recommended improvements. Specific design of these improvements can be completed by city staff or outside consultants; and can take the form of either traditional design and construction documents, or a streetscape design manual.

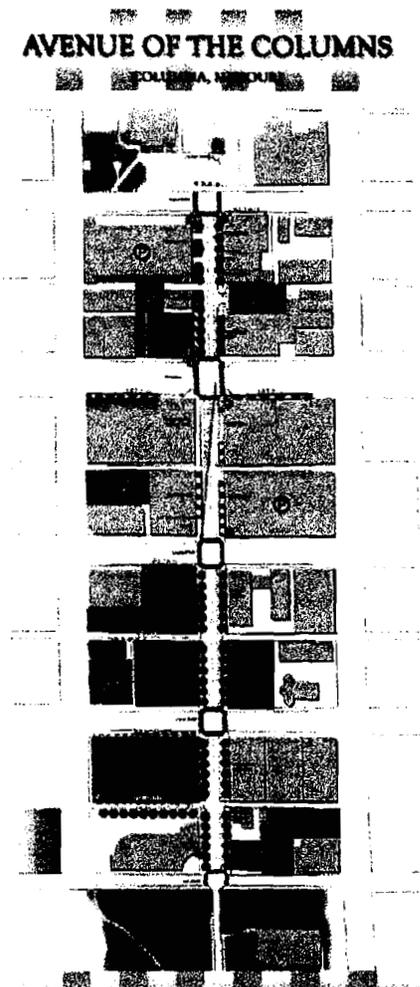
An interesting and useful way of viewing the Avenue of the Columns is through the characterization of functional groupings of buildings or districts that are shaped by adjacent uses and pedestrian use. The diversity of these districts speaks to the different roles that the streetscape assumes in supporting these functions and the challenges of finding unifying themes and materials that will provide signature and identity to the entire corridor.

Not always distinct in that some districts may overlap others, functional districts are characterized by similarities of use and are often similar in their architectural fabric through scale, style, and detail. Generally anchored by one or two buildings of significance, functional districts respond to these keynote functions either by supporting or servicing the people that use them and work there.

Functional districts that exist within the Avenue of the Columns are as follows:

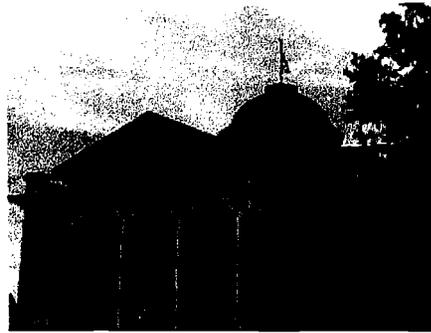
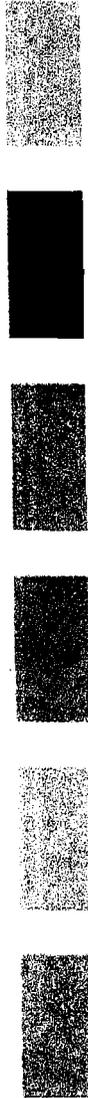


Preliminary Districting Analysis



Preliminary Concept Development

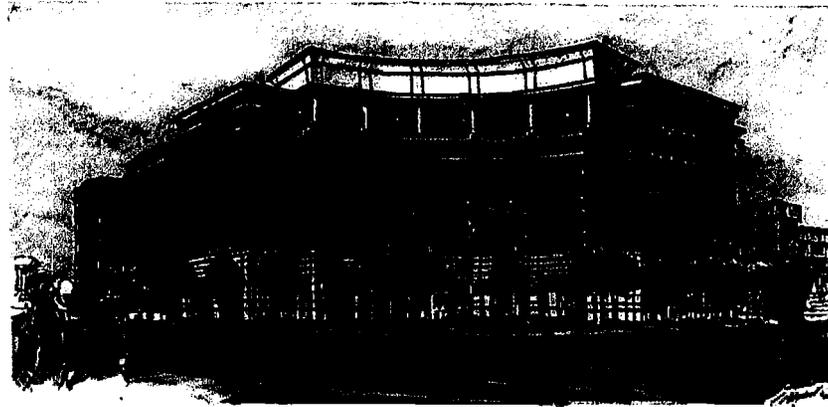
Framework



Civic & Government

Beginning at the courthouse square and embracing the west side of 8th street to Broadway, government uses and supporting services prevail in this area. The future location of a new municipal complex and City Hall will anchor this district at the northwest corner at Broadway. The architectural character is generally institutional in nature, acknowledging the historical character of the area through materials and reflective detailing.

Generally shaped by a traditional business model, the hours of use in this area is typically 8 to 5, generating a good deal of pedestrian scale traffic and vehicular movement on the street. The courthouse square serves as a community wide stage for gathering and celebration, hosting many events of significance and celebration, focusing the meaning of this area in the downtown fabric.

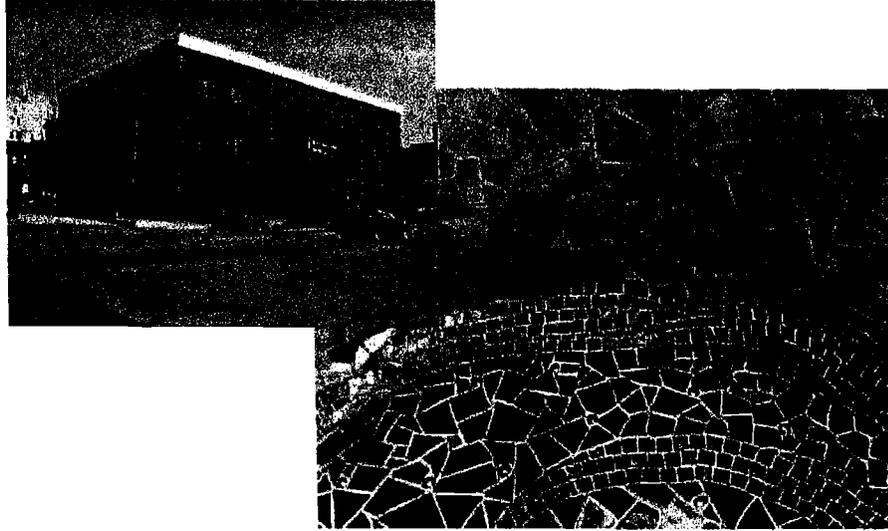


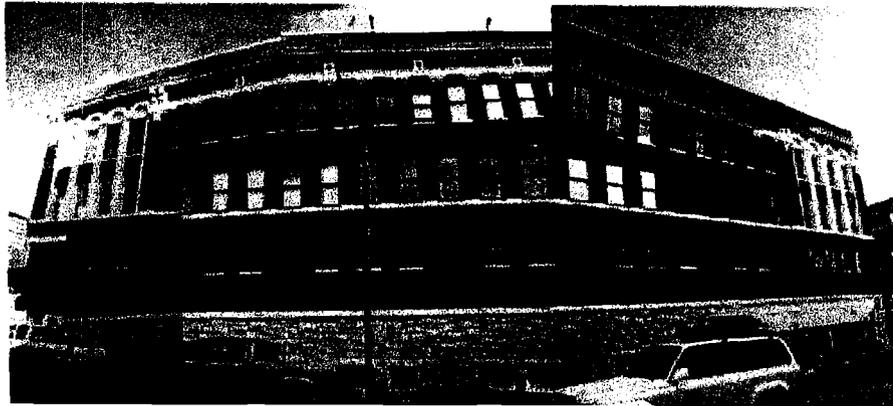
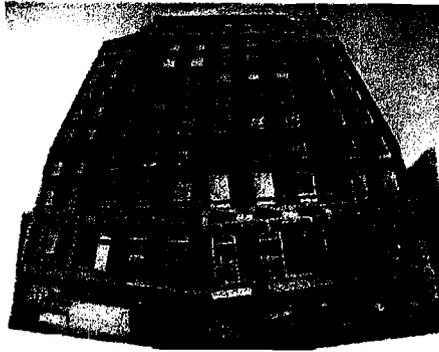
Framework

Institutional

Capturing primarily the northeast and southwest corners of the intersection of Broadway and 8th Street, prominent community banking interests characterize the function of the street through the nature of their user groups and the way they interact at the street level.

Again the pedestrian use of the streetscape in these areas is by customer and employee, traditionally 8 to 5, and generating a good amount of activity in the streetscape and in vehicular movement. Both of these institutions support community art and have prominent installations at the street level.





Framework

Historic Mixed Use

There are many areas of the Avenue of the Columns that are mixed use in character, generally described as a combination of retail and residential. Mainly found to the north end of the Avenue, the district consists of buildings occupying the east side of the corridor from Walnut south to Broadway and both sides of the street from Broadway to the parking garage north of Cherry. These uses generate diversity of activity due mainly to the range of hours that users occupy or move within the streetscape.

An important and signature component of this district is the Tiger Columns Hotel, which has a long and storied legacy in the community. The Tiger Columns serves as a unique residential community in the urban fabric, generating nontypical pedestrian use of the streetscape and a need for special consideration of issues such as accessibility, diversity of goods and services, and a breadth of consideration and style when evaluation design, art and streetscape amenities. Mixed uses are critical to the vitality of the street and breadth of the functional character, and should be acknowledged in streetscape improvements through dimension, focus, and other forms of enhancement.

Redevelopment

Beginning south of Cherry and running to mid-block between Locust and Elm, particularly on the west side of 8th Street, the streetscape character becomes diluted with open space and underutilized buildings of mixed function and architecture. While there are some active enterprises in this district, the general conclusion of the process is that its ultimate potential lies in redevelopment to a mixed use block involving combined retail and residential uses in a traditional neighborhood architectural footprint.

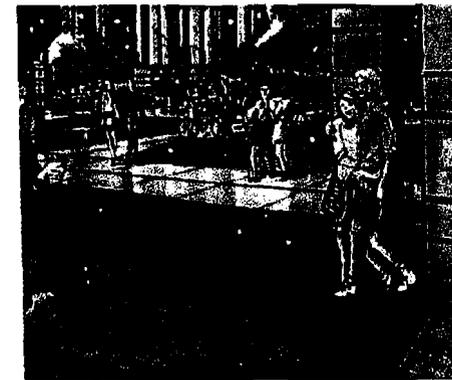
This redevelopment potential is critical for the entire Avenue of the Columns as it would fill in a significant functional gap in the procession of movement and activity along the corridor. The void of activity and streetscape character (environment, intimacy, identity) currently separates the Avenue of the Columns into north and south portions, polarizing the corridor and disrupting the continuity of movement and progression of memory in such a way that it disrupts the entire sense of place. Closing this gap with a vibrant “dawn to dark” character that is diverse in use and function, would serve to animate this district and inject vitality into the entire Avenue of the Columns.

An important aspect of the redevelopment area would be the creation of architectural elements and space that reflect the sense of history and community scale that is evocative of Columbia’s past and consistent with neighborhood architecture. Street level interaction, pedestrian scale detail, and

interactive residential design are important to the support they offer street level activity and vibrancy.

General guidelines for restoration and infill within the development zone:

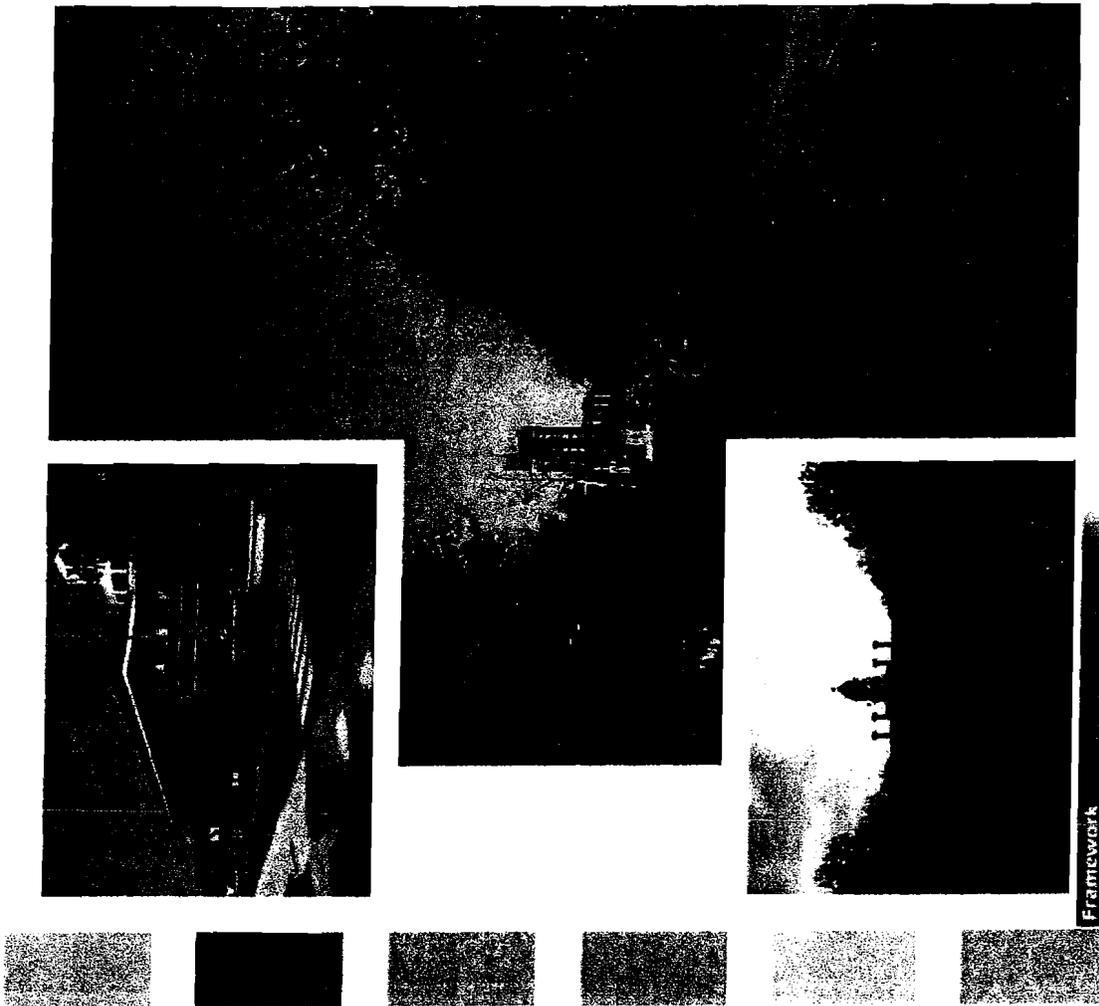
- *Building façades and fronts should be oriented to the street for relevancy to activity within the streetscape and to provide definition to the streetscape space.*
- *Ground floors of building frontages should be at the or near the right of way boundary and should consist primarily of retail uses.*
- *Buildings should be designed to reflect the history and character of downtown Columbia and should be consistent in scale and proportion to surrounding structures.*
- *Building heights should not exceed 3-4 stories and should focus on shaping human scale and detail at street level. Large undifferentiated areas of façade should be avoided by creating relief in the façade plan through recessed windows and doors, projecting architectural elements, focal elements / scale at entries, and integrated art or ornament.*
- *The ground level or base components of the building should be transparent in character to encourage pedestrian interaction and exchange at the street level.*
- *Building lighting should accentuate important architectural features such as entries, towers, cornices, and repetitive columns or bays.*



University

Consistent with its historical legacy, University activity and function occupies a great deal of the 8th Street corridor at its southern end. While the traditional north boundary of the University lies at Elm Street, the functional boundary creeps further into the Avenue of the Columns, extending to mid-block between Locust and Elm on the west and to Locust on the east. Focused on the Journalism school, the University District is a vibrant "24 hour" streetscape drawing energy and vigor from the student population it serves.

Extending through the campus gateway at Elm to the Columns in Francis Quadrangle, the history and meaning of this district is vital to the identity of the Avenue of the Columns and its inclusion and consideration critical to the identity of the corridor.



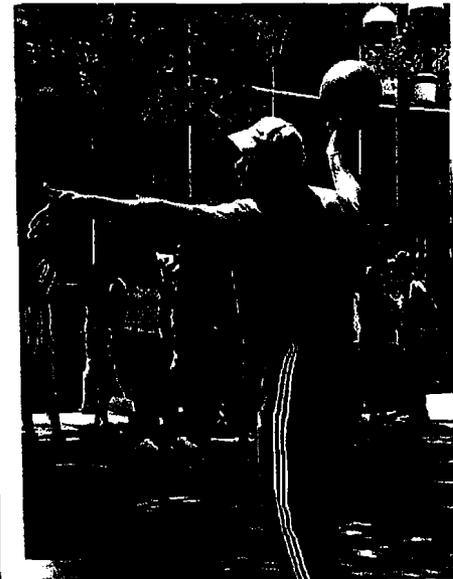
Framework

Enhancing the Urban Environment

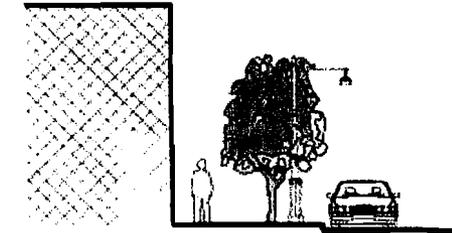
Qualities of "Pedestrian Friendly Streets"

Successful street environments take many forms. Some distinguished by their commercial bustle, others by wide sidewalks or quality of surrounding architecture. Regardless of their shape and size, most good streets obtain their "friendliness" from three conditions:

- Safe and comfortable *environment*
- A sense of human scale or *intimacy*
- Distinctive character, or a sense of *identity*



Enhancing the Urban Environment



Street Trees

Environment

“Environment” means the basic conditions by which a street is initially and fundamentally perceived as comfortable and approachable (or conversely, as uninviting or threatening). Streetscape elements that contribute to a feeling of comfort and approachability are street trees (shade), clear and accessible wayfinding systems, and barrier free pedestrian ways.

· *Inclusive wayfinding should guide people throughout the corridor to points of interest, use, and movement. These systems could be coordinated with other mapping or visual cueing systems, providing a unified downtown aesthetic to materials of communication.*

Along the Avenue of the Columns, a sense of comfort and approachability can be achieved through modifications of the streetscape and would enhance the general perception of the corridor.

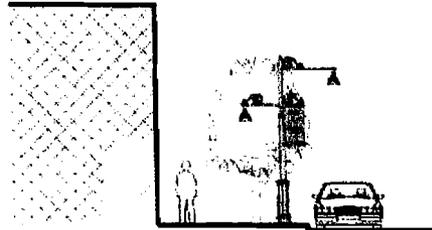
· *Sidewalks should be bumped out at intersections and key mid-block points to create dimension and space for social interaction and engagement. These areas can be keyed with planters and benches or could serve as locations for informational installations or civic art.*

Guidelines

· *Street trees should be placed at curbside on all streets, evenly spaced at 20' to 35' depending on infrastructure constraints and site limits.*

· *ADA standard accessible ramps should be placed at all crosswalk and drive cuts.*

· *Pedestrian scale street lighting should be oriented and focused on the sidewalk and pedestrian social spaces.*



Signage



Intimacy

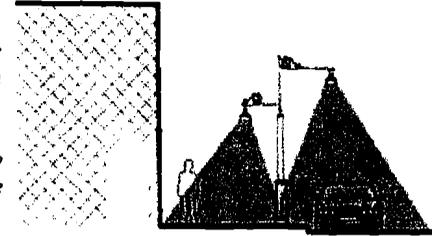
“Intimacy” relates to the scale and focus of streetscape elements supporting and serving pedestrian movement and interaction. Contrasted to those elements of the streetscape that are vehicle oriented, the pedestrian environment is the sidewalk where intimacy is realized within the bubble of activity between the architectural framework and the street. Following this concept, there should be clear delineators between functional types of activity such as barriers or distinction between sidewalks and traffic where they abut.

An important component of this streetscape enclosure is the presence of architectural structure at one edge, generally at the right of way line. Where this structure does not exist, such as when sidewalks abut open parking, the structure should be implied by vertical plantings or other type of implicit screening. Lighting provides additional shape to this structural perception, so that where there is street lighting, supplementary sidewalk-scale lighting is desirable. Street furnishings or multifunctional features such as raised planter seatwalls or artwork forms also contribute to the intimacy of sidewalk spaces for pedestrians.

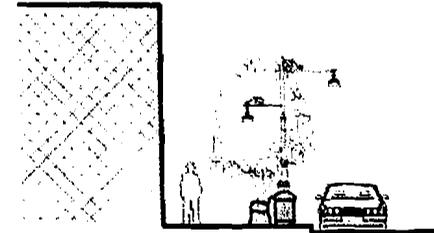
Clarity of pedestrian movement is important so that people know where to gather, how to move through spaces, and where areas of importance or focus are located. This can be achieved through patterning of the ground plane in paving patterns, textures, colors and paving treatments.

Guidelines

- *Functional definition and form should be developed at the streetscape within the pedestrian zone differential paving pattern.*
- *Paving patterns, colors, and types should clearly define areas of travel, gathering and importance along the streetscape.*
- *Continuous banding should be developed at curbside to further define the pedestrian sidewalk zone. This band can also serve to expand the planting domain of street trees.*
- *Sidewalk focus areas and crosswalks should be enhanced with special paving treatments and incorporate accessible ramps and signals.*
- *Pedestrian scale lighting should be implemented either as a component of street lighting or as stand alone fixture that complement street lighting.*
- *Vertical plantings or ornamental open fencing should be placed where sidewalks abut open parcels or parking provide for edge definition to the pedestrian zone.*
- *Street furnishings and others social amenities should be provided to facilitate pedestrian scale interaction within the pedestrian zone. Location of these components should respond to areas of focused activity, nodes of interaction or points of focus along the Avenue.*



Safety and Pedestrian Lighting



Street Furnishings



Identity

"Identity" is attained through meaningful or distinctive streetscape character, realized through the use of unique or creative elements that add life or significance to the streetscape experience. Elements that associate with historical, artistic, or cultural meaning provide distinction and focus to the area and an opportunity to "keynote" areas of heightened social activity, commercial interaction, or community space.

Through the use of elements such as building awnings, banners, planters, colorful paving, and civic art; the pedestrian can better understand "where the action is" and affirm the commercial and civic vitality of the Avenue corridor.

Guideline:

- *Street level structures should be encouraged to place colorful awnings and interesting signage on their fronts. Storefronts should be as transparent as possible, allowing free visual exchange between the street activity and the in-store activity. This can be especially valuable at night as light from inside the establishment will play onto the adjoining walk and animate the streetscape.*
- *Light pole bases and bollards should be fashioned after historically relevant styles found in Columbia in the early 20th Century. This approach will foster a historical importance to the pedestrian scale*

improvements and promote an artistic throughout the Avenue of the Columns.

- *Raised planters and seating areas should be located at each intersection and node of activity to highlight these areas and foster social gathering and interaction.*
- *Banners can be integrated into light poles to provide for event identifiers or signifiers of important identity elements.*
- *Civic art should be integrated into the planter walls (medallions or signage), paving (inserts), and other streetscape elements. Site specific art installations, either permanent or revolving, should be located at each intersection or node of activity creating a consistent movement of art in the streetscape and reinforcing a progression of memory from space to space throughout the entire corridor.*
- *Each intersection should be signified by a vertical architectural element that effects a transition from the pedestrian scale interaction at street level and the scale of the surrounding architecture. These could be artistic and symbolic in nature but should be architectural in material and character.*



Streetscape Master Plan

Streetscape as Function

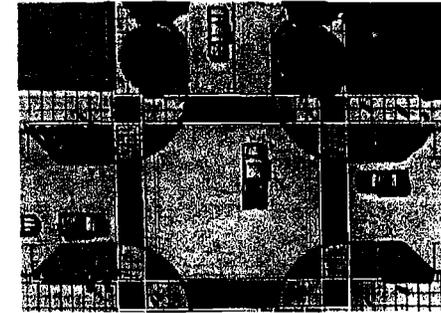
There are many perspectives from which a streetscape can be perceived, with aesthetics frequently prevailing over other considerations. This plan looks to the functional aspects of the streetscape and its elements to give meaning and appropriateness to its recommendations and design value.

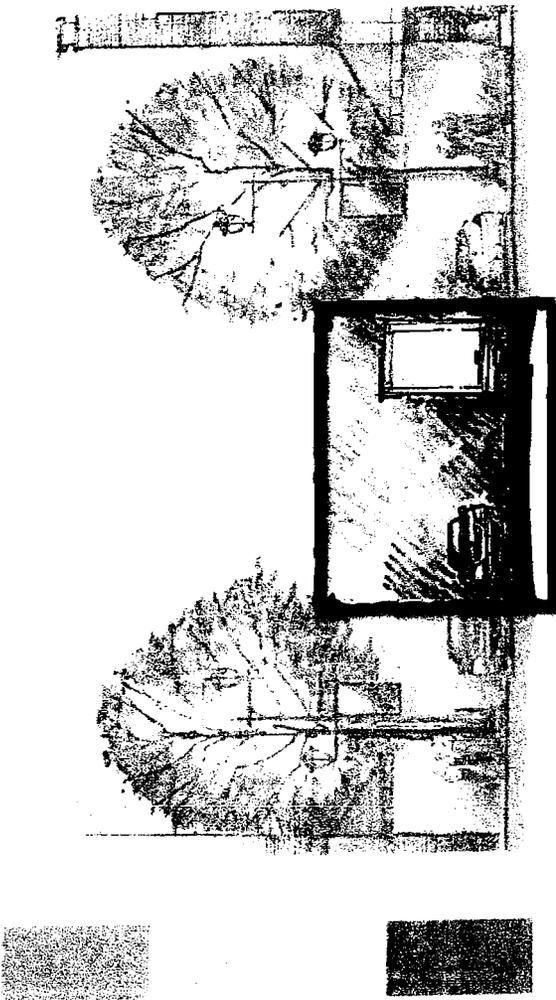
It is important that the streetscape “works” in regard to dimension, scale, clarity, and context. Elements should serve a purpose and have meaning as opposed to being ornamentation or afterthought. The pedestrian should be able to associate freely to the scale of space, identity, and energy of a streetscape as a result of the improvements and how they function.

Most important to developing functional streetscapes in the urban context is creating appropriate dimensional space and scale. Within downtown street corridors, creating and acknowledging space is critical in that it essentially involves re-creating space, taking from one function and giving to another. For example, streets become narrower so sidewalks can become wider. Parking is removed to create bump-outs for social space. As all of these trade-offs entail compromise, sound reasoning must exist that provides a functional basis for these recommendations and takes these issues into account.

To appropriately evaluate and develop a streetscape Master Plan that pursues a functional basis and appropriateness, the streetscape footprint has been divided into zones, each different and functionally unique, that combine and interact to form a successful streetscape.

The recommendation for improvements set forth in this Master plan are organized by zone, distinguishing dimension, materials, and aesthetic function.



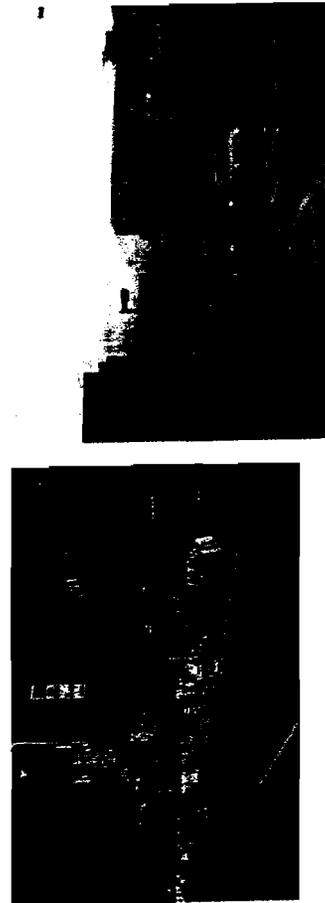


Travelway

The travelway is the section of the streetscape corridor that is the stage for vehicular movement. Its design affects how much traffic can be carried and the speed of travel along the street.

Equally as important, it is where pedestrians cross the street and move from side to side within the streetscape and to connecting uses. Because of its dimension and scale, the expanse of the street can be a barrier to free movement and promote a negative perception of the corridor.

It is important to minimize the visual impact as much as possible by breaking up the lines and edges that define the travelway and creating interest in the paving or adjacent edge treatments. Differential paving treatments at crosswalks and unobstructed sightlines provide clarity and security of pedestrian movement across the travelway. Narrowed lane widths and mid-block crosswalks promote slower traffic speeds and improve the perception of safety.



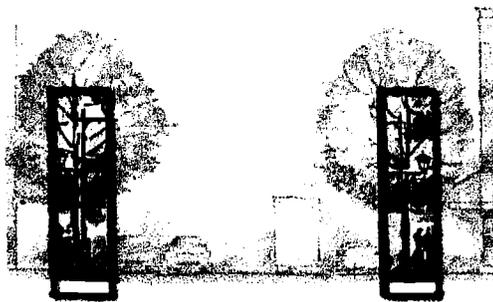
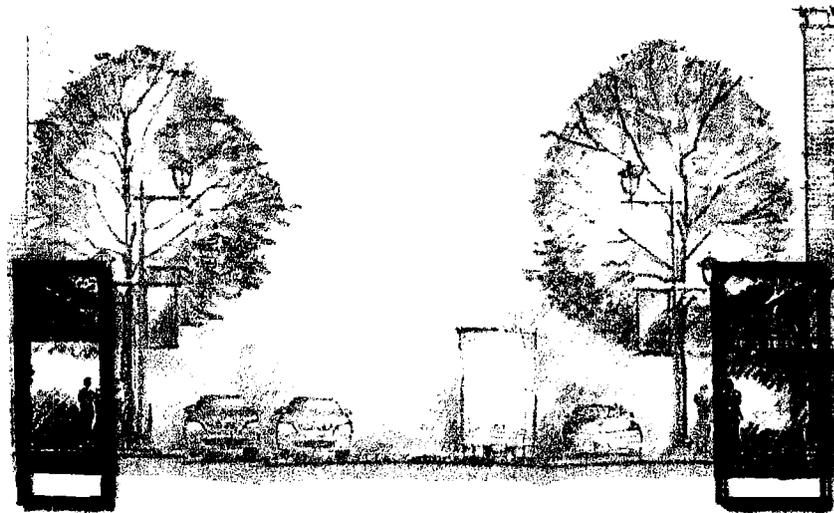
Development Zone

Defining the edge of the streetscape is the development zone, where land uses meet the street. Elements of the development zone include building façades, open lots, front yards and points of vehicular access. These elements and how they impact the streetscape are shaped by variables such as nature of use, architectural character, façade height, setback, and access.

It is important that the treatment of the development zone, either in dealing with existing buildings through restoration or through redevelopment through infill, be approached through the use of sound urban development standards and guidelines that focus on the character and aesthetics of decisions involving building orientation and placement, streetscape, lighting, landscape themes, and architectural style. All decisions regarding improvements within the development zone should address a pedestrian scale perspective as well as the dynamic interaction of function within the development zone and activity at the street level.



Streetscape Master Plan



Pedestrian/Amenities Zone

An important aspect of the creation of safe, active, and livable urban areas is the development of pedestrian friendly streetscapes. Sidewalk activity and vitality encourages interest and participation, key components of economic vigor. A perceived quality of life lends momentum to any redevelopment initiative.

The pedestrian & amenities zone is the section of the streetscape where there is movement of people between land uses, vehicles and within the streetscape framework. Elements of the pedestrian / amenities environment include parking, curb & gutter, sidewalks, landscape, building egress and social space. This zone also serves as the interface between the land use and the travelway, serving to stage movement between the streetscape and the rest of the community.

The organization and character of the elements such as seating areas, sidewalks, landscaping, paving, and seating achieve a dual purpose – they serve to calm traffic speeds and provide an attractive and safer pedestrian area.

In unique areas with special populations such as the Tiger Columns, the elements found in the pedestrian & amenities zones will make a critical difference in the safety, comfort and access of the senior population as they interact with the streetscape.

Within the Avenue of the Columns there exists a great deal of diversity in the nature and origin of pedestrian activity and movement. The character of the pedestrian zone in material, dimension, and function will serve as a unifying element throughout the corridor, giving identity and meaning to the Avenue of the Columns.

General Design Concepts

Design recommendations for the Avenue of the Columns are focused to the concept of creating meaningful pedestrian scale space, acknowledging functional keypoints and focus areas, and creating space for pedestrian movement and interaction.

The typical streetscape dimensional footprint exists within a 65' to 67.5' right of way between buildings. This involves reducing the travelway dimension to 11' to 12' lane widths (22'-24'). The 8.5' to 9' parking section within the pedestrian zone serves to provide parking in front of retail functions or is removed to provide dimensional space for sidewalk widening at key functional nodes along the corridor.

Serving as a buffer between the curb line at the travelway or parking and the sidewalk is the 5' amenities zone. Keyed by pavers of differing colors, this aspect of the pedestrian zone is the location for street trees and grates, raised planter / seatwalls, benches and street furnishings, pedestrian & street lighting, signage, and other streetscape elements that serve the pedestrian function.

Where parking is removed, the amenity zone is expanded to create dimension social space acknowledging key focus points along the corridor including prominent buildings, intersections, and functional gathering spaces.

The interface between the streetscape and the development zone, the sidewalk (6'-8' width)

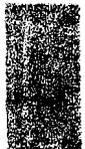
serves pedestrian movement and linkages throughout the corridor. Additionally, the sidewalk is the front stoop or threshold for the buildings along the streetscape, serving to link the pedestrian to the development zone through window transparencies and doorway entries.

Streetscape interaction and pedestrian movement at the intersections is acknowledged by moving parking away from the intersection, creating dimension in "bump-outs" for social space and raised seatwall planters in the amenities zone. This serves to focus social interaction and gathering while providing shade and structure in the streetscape.



Streetscape Master Plan



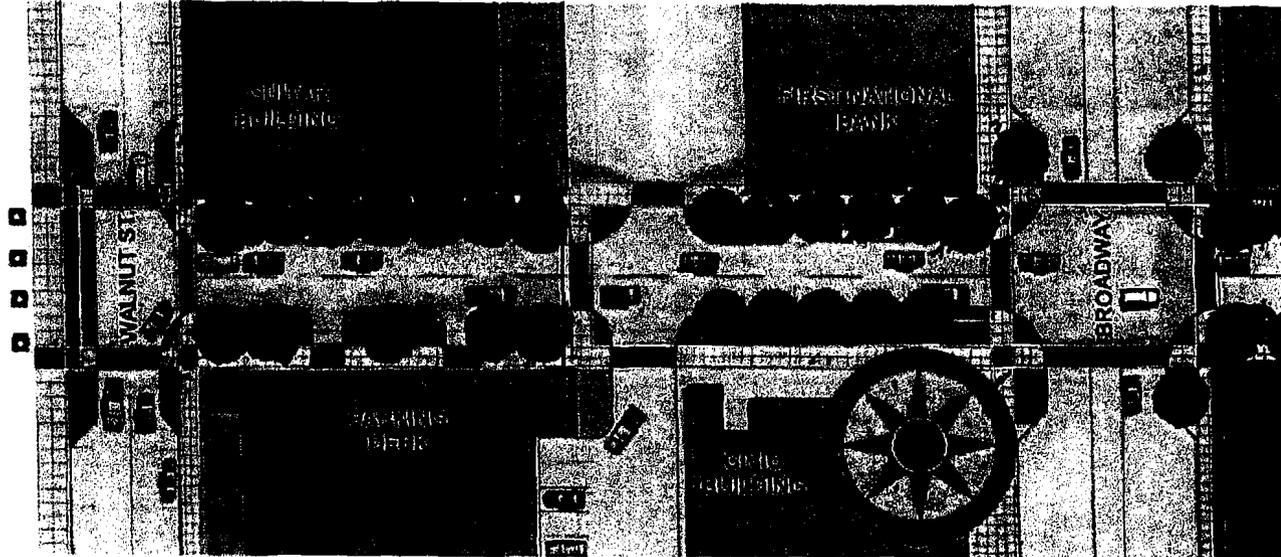


Walnut – Broadway Block

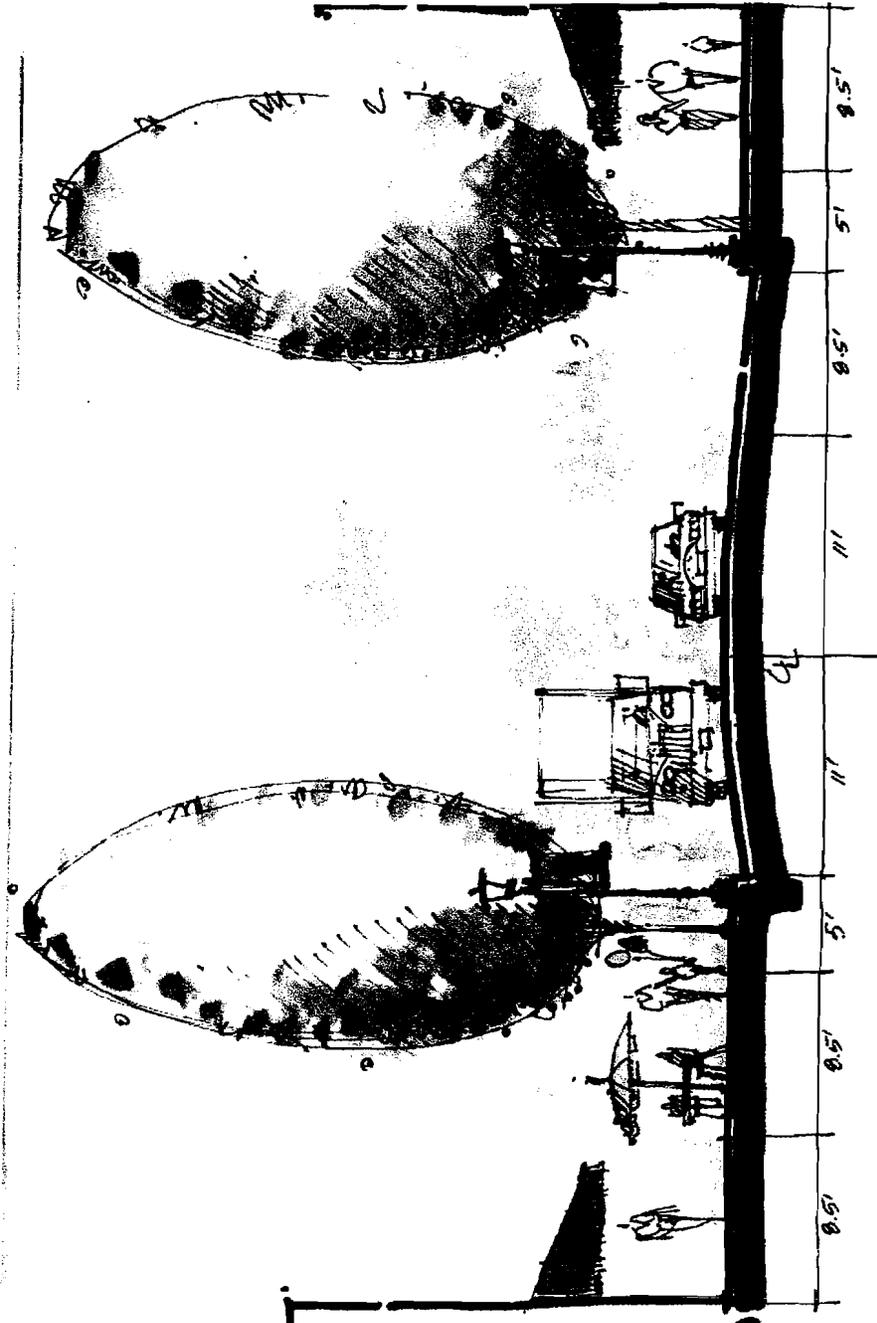
Recommendations for the Walnut–Broadway block respond to the predominately civic and institutional nature of the uses along the corridor. Beginning at the Walnut Street intersection the streetscape treatment emphasizes the pedestrian staging and interaction that occurs at the Courthouse Columns with a widened foreground at the north side of Walnut. Moving south, parking is removed along the west side of 8th acknowledging traffic movements and access dimension at the parking structure and seeking to create social interaction space in front of the new Municipal Building. The proposed plaza in front

of the municipal building will focus interaction at the Broadway Street intersection and keynote activities within this section of the Avenue of the Columns.

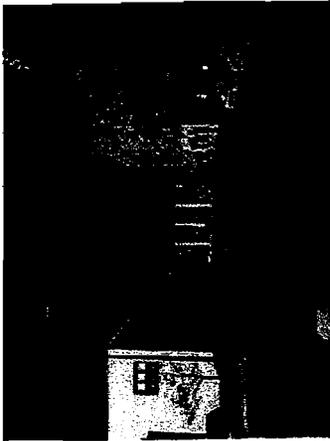
Along the east side of the block, the standard footprint is proposed with on-street parking in front of the mixed use buildings and the bank. Parking is moved away from the intersections and the mid-block parking entrance, creating space for pedestrian movement and interaction. The mid-block treatment also includes a pedestrian crosswalk, focusing pedestrian movement across the corridor in response to the functional cues of parking and destination.



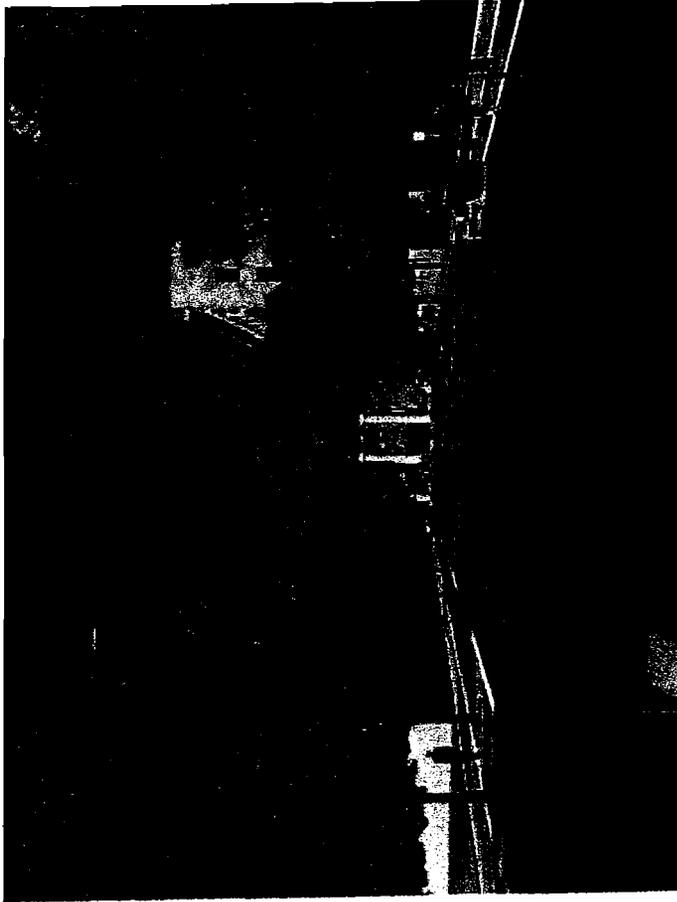
Streetscape Master Plan
Walnut - Broadway Block



Cross Section
Walnut - Broadway Block

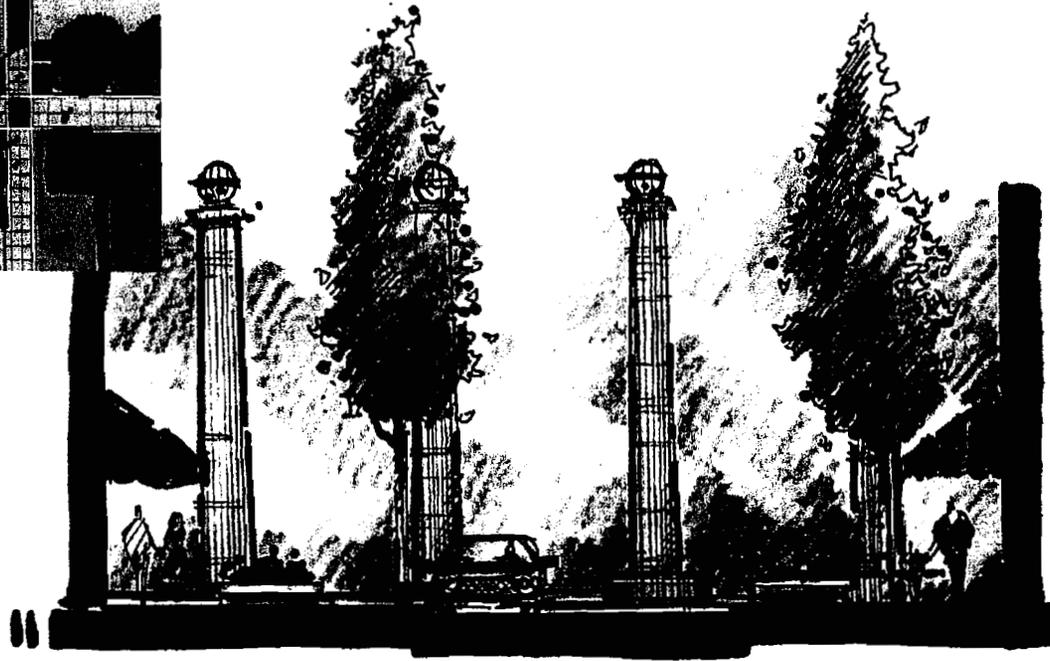
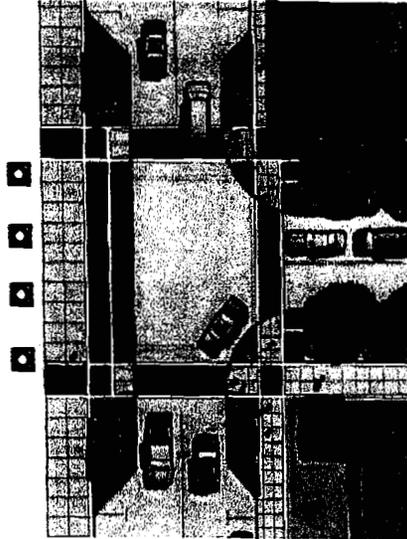


Existing Street Conditions



Courthouse Columns - Proposed Street Image

**Streetscape Master Plan
Courthouse Columns Focus Area**



Broadway-Cherry Block

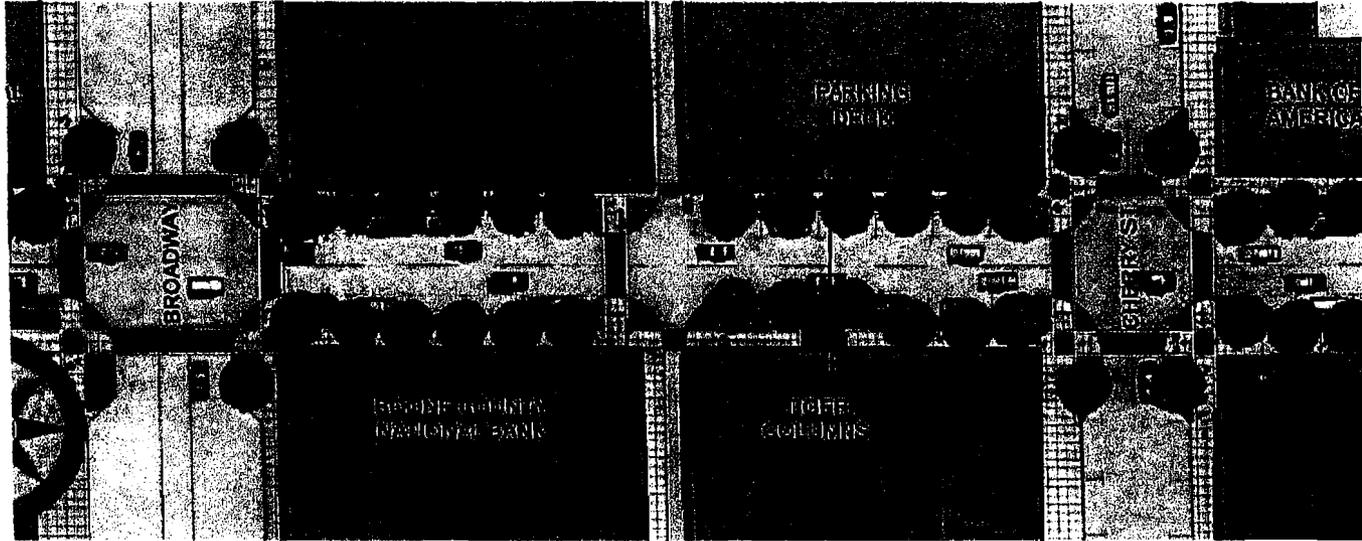
The Streetscape for the Broadway-Cherry Block begins with the focus at the Broadway intersection. By moving parking away from the intersection, space is created for pedestrian scale space that accommodates the high activity level in front of the bank and along Broadway. Raised planters serve to define space and provide shade, while helping to transition the slope as 8th Street moves south.

The typical streetscape treatment is recommended for this block as parking remains on both sides of the street to mid-block where a bump-out and

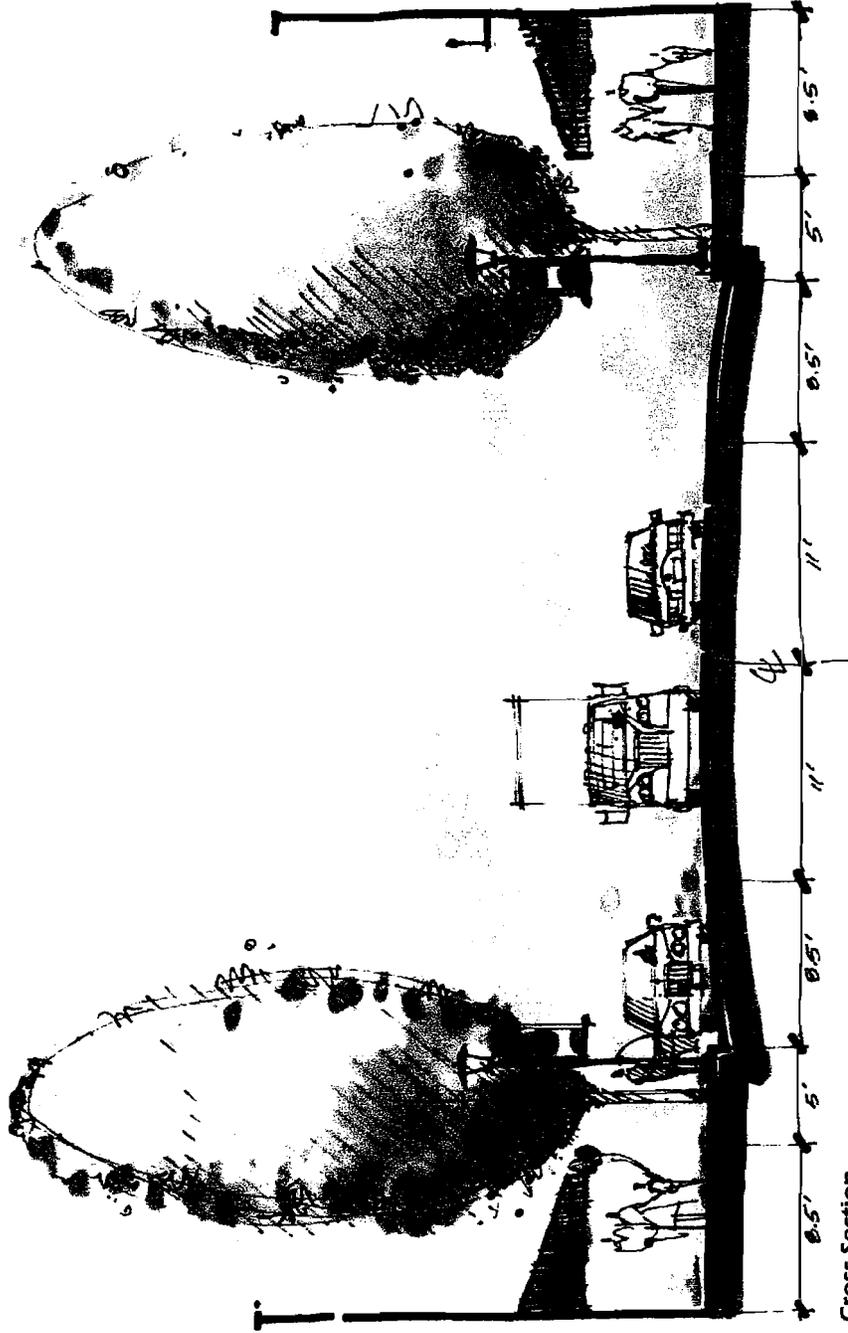
crosswalk addresses pedestrian movement across the corridor and provides a stage for the public art and lower level entry to the bank.

Moving south from mid-block, the parking is removed in front of the Tiger Columns, creating space for social gathering and seating for residents and customers, with limited accessible parking remaining south of the building entrance and in front of the mixed use building at the corner.

Parking remains on the east side of the block to the intersection with the standard streetscape footprint recommended here.

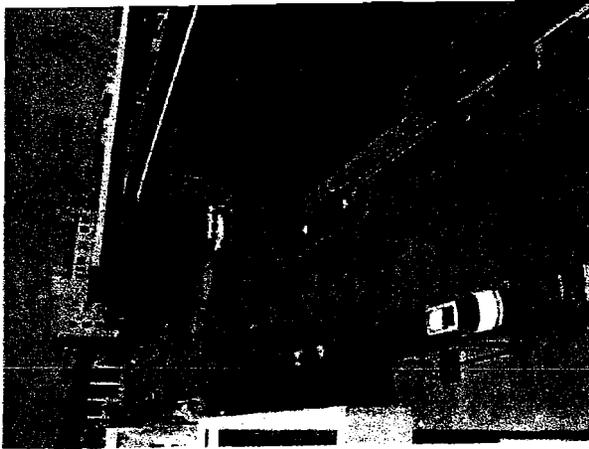


Streetscape Master Plan
Broadway - Cherry Block

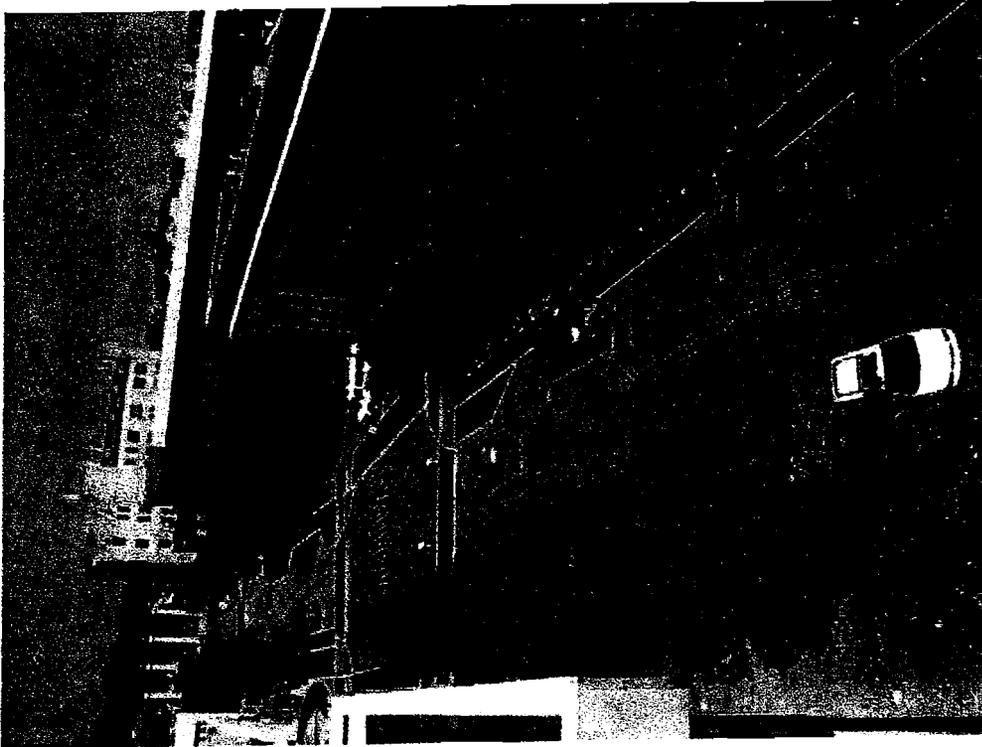


Cross Section
Broadway-Cherry Block

Streetscape Master Plan

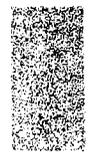
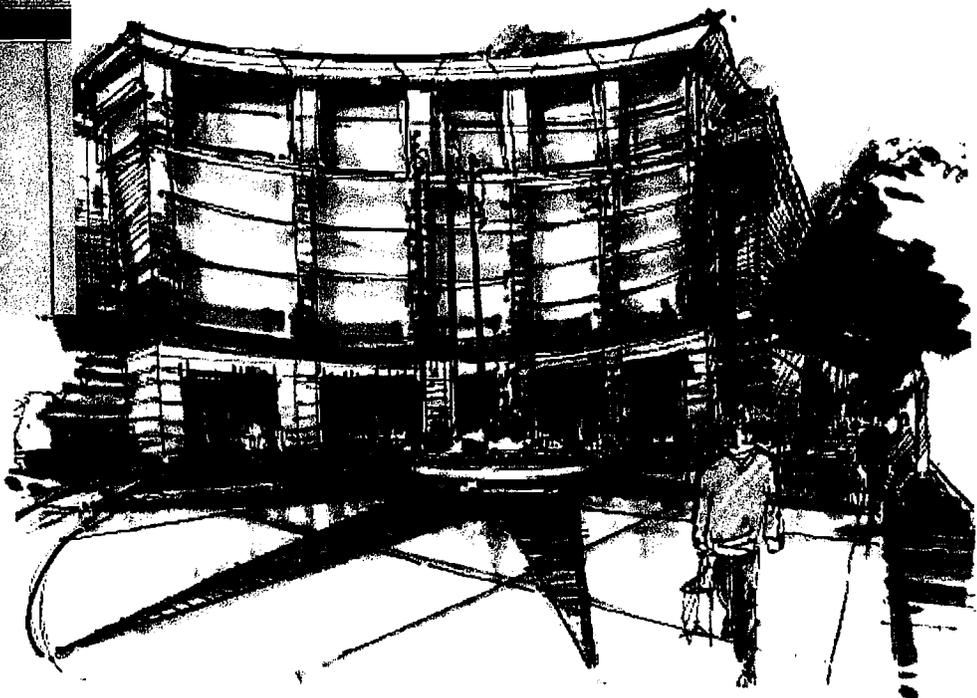
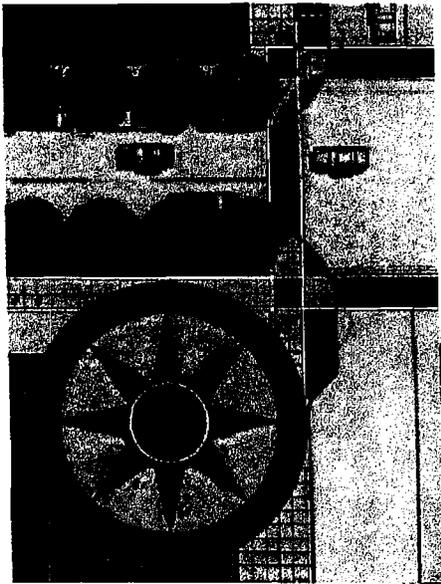


Existing Street Conditions

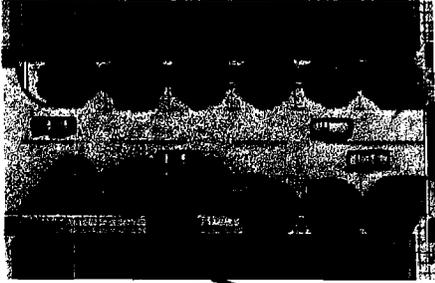


Historic Mixed Use Proposed Street Image

**Streetscape Master Plan
Civic Building Plaza Focus Area**



**Streetscape Master Plan
Tiger Columns Plaza Focus Area**



Streetscape Master Plan

Cherry-Locust Block

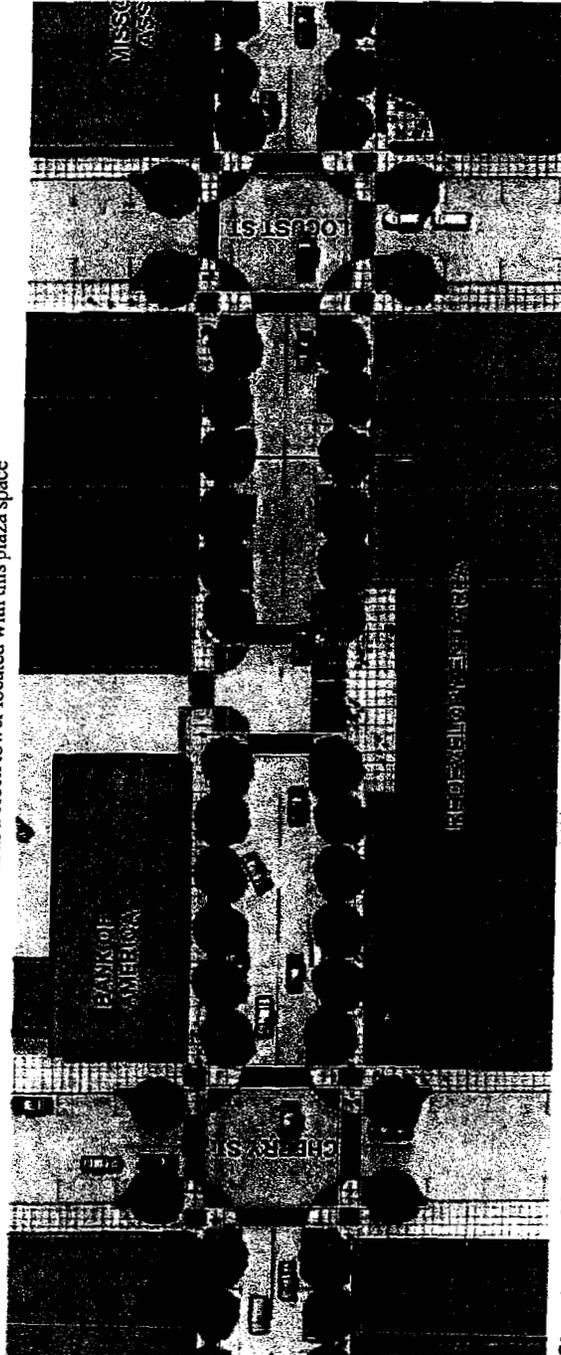
The Cherry-Locust block contains the primary area of redevelopment potential, particularly through the west side of the corridor. The standard streetscape footprint is recommended along the entire block, acknowledging the existing retail and transitional uses along the east side of the street and the redevelopment potential along the west side.

By pulling the parking back from the intersections, widened pedestrian areas allowing for more dimension in the pedestrian and amenities zones, creating space for social interaction and raised

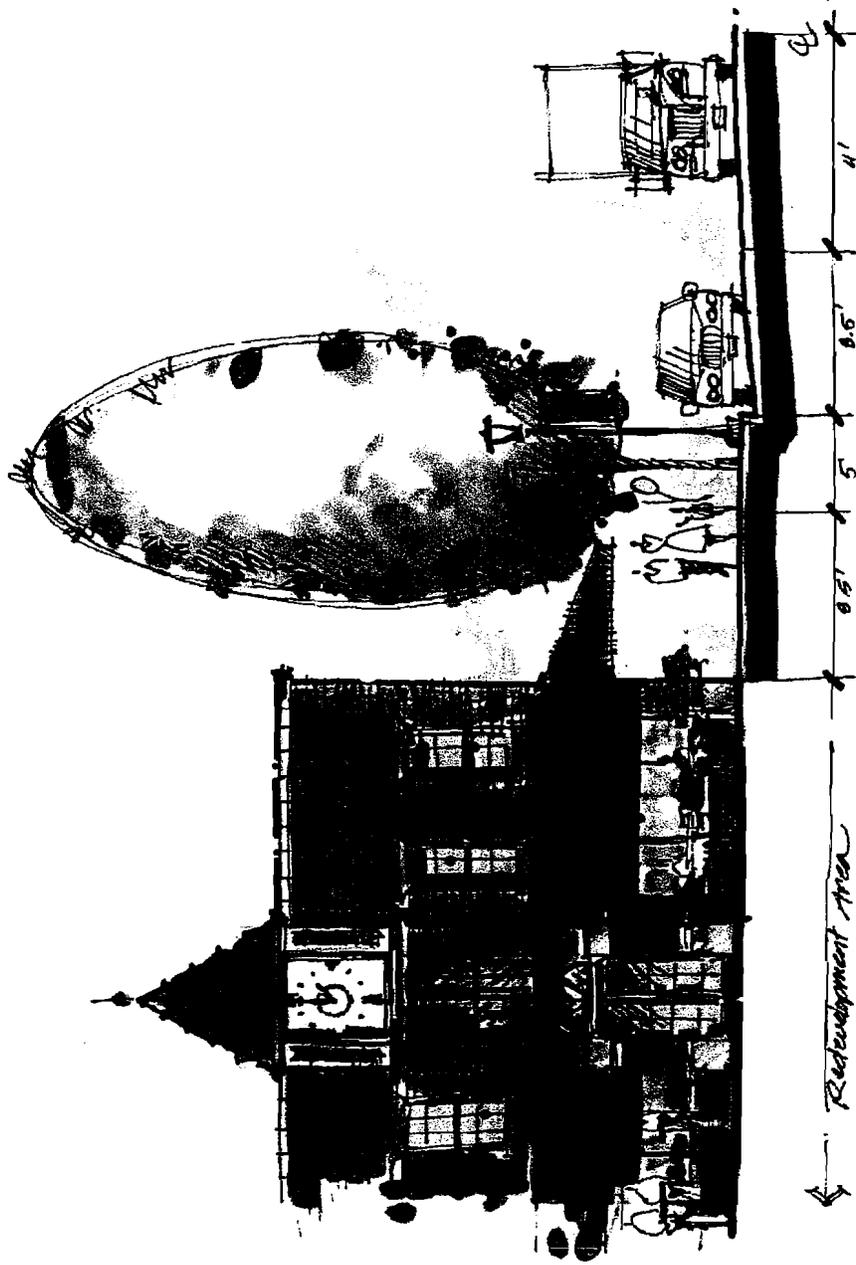
planters. Within the intersection areas along the west side, additional space could be created by angling the entries to future buildings to face the intersections or setting back the corners to create more space and focus.

At the mid-block, a significant plaza or public space should be integrated to focus the entry and cross street interaction. Keyed into this plaza space would be two crosswalks at either side of the alley footprint as it would not extend west through the block. Parking would be removed at the mid-block to create more dimension and focus for the plaza. A significant architectural element such as a clock tower located with this plaza space

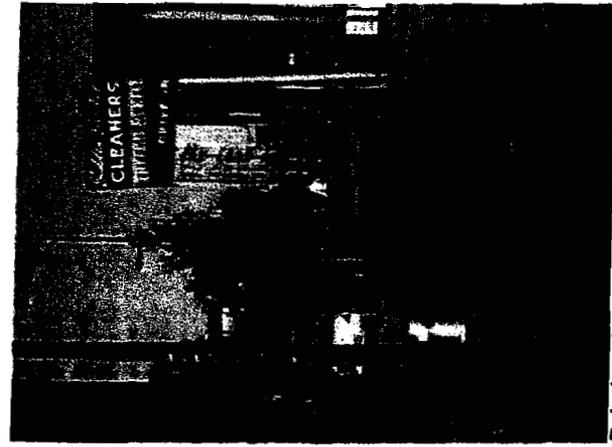
would provide for a wayfinding monument or beacon at a midpoint along the Avenue of the Columns, orienting the space and corridor within the crossroads of downtown.



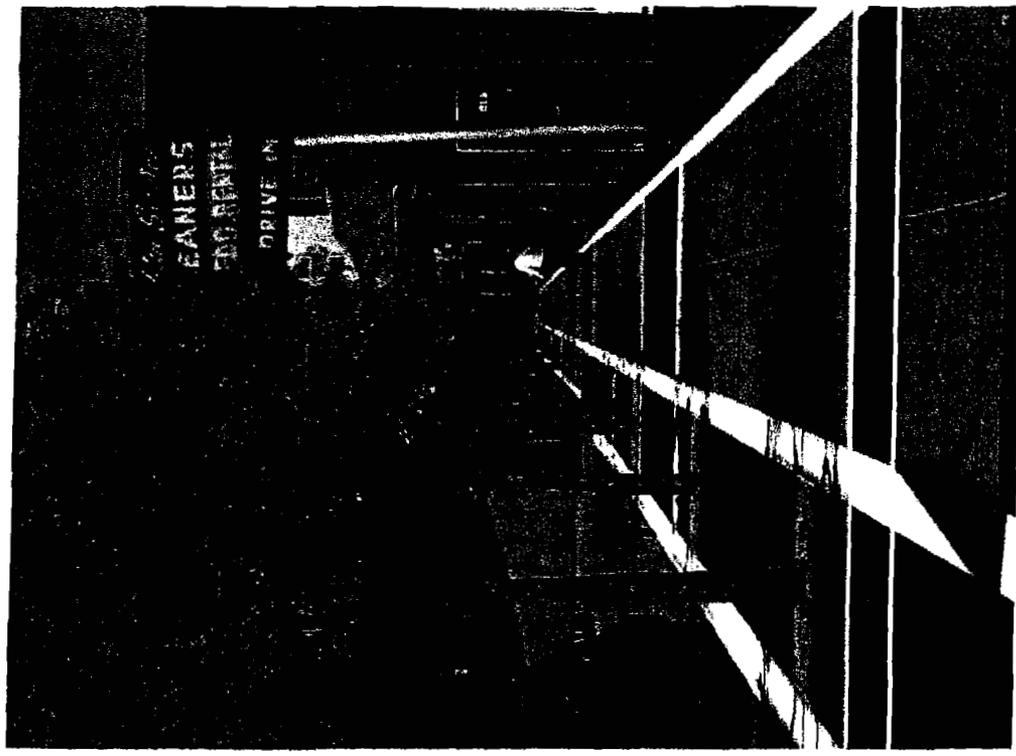
Streetscape Master Plan
Cherry - Locust Block



Cross Section
Cherry-Locust Block



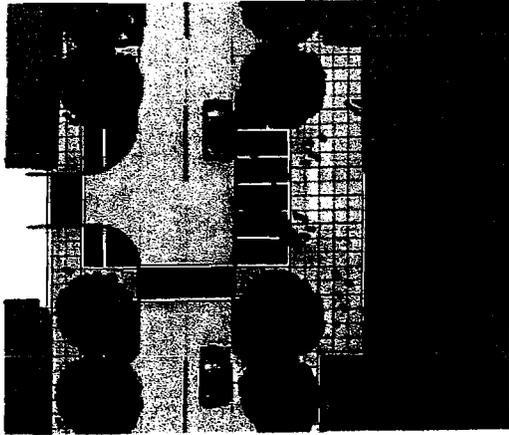
Existing Street Conditions



Development Area - Proposed Street Image



Streetscape Master Plan
Redevelopment Plaza Focus Area



Streetscape Master Plan

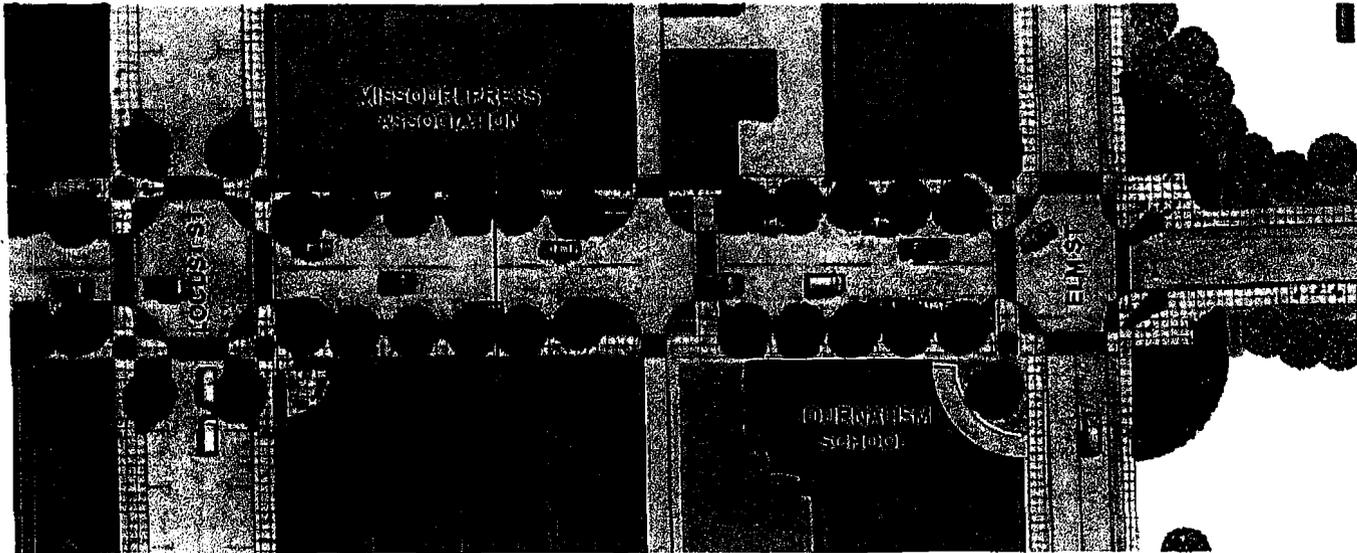
Locust – Elm Block

As the beginning of the transition to the University District, the Locust-Elm Block is keyed to a variety of uses and influences. The opportunity exists on the west side of the corridor for mid-block redevelopment and to create additional mixed-uses. From Mid-block south on the west side and along the entire east side of the street, the uses are predominantly urban campus in nature.

The typical streetscape footprint is recommended along the entire block, with parking pulled away

for the intersections and at mid-block. Bump-outs are created at the mid-block with a crosswalk to accommodate pedestrian space and movement across the street to destinations and between the various retail and campus uses.

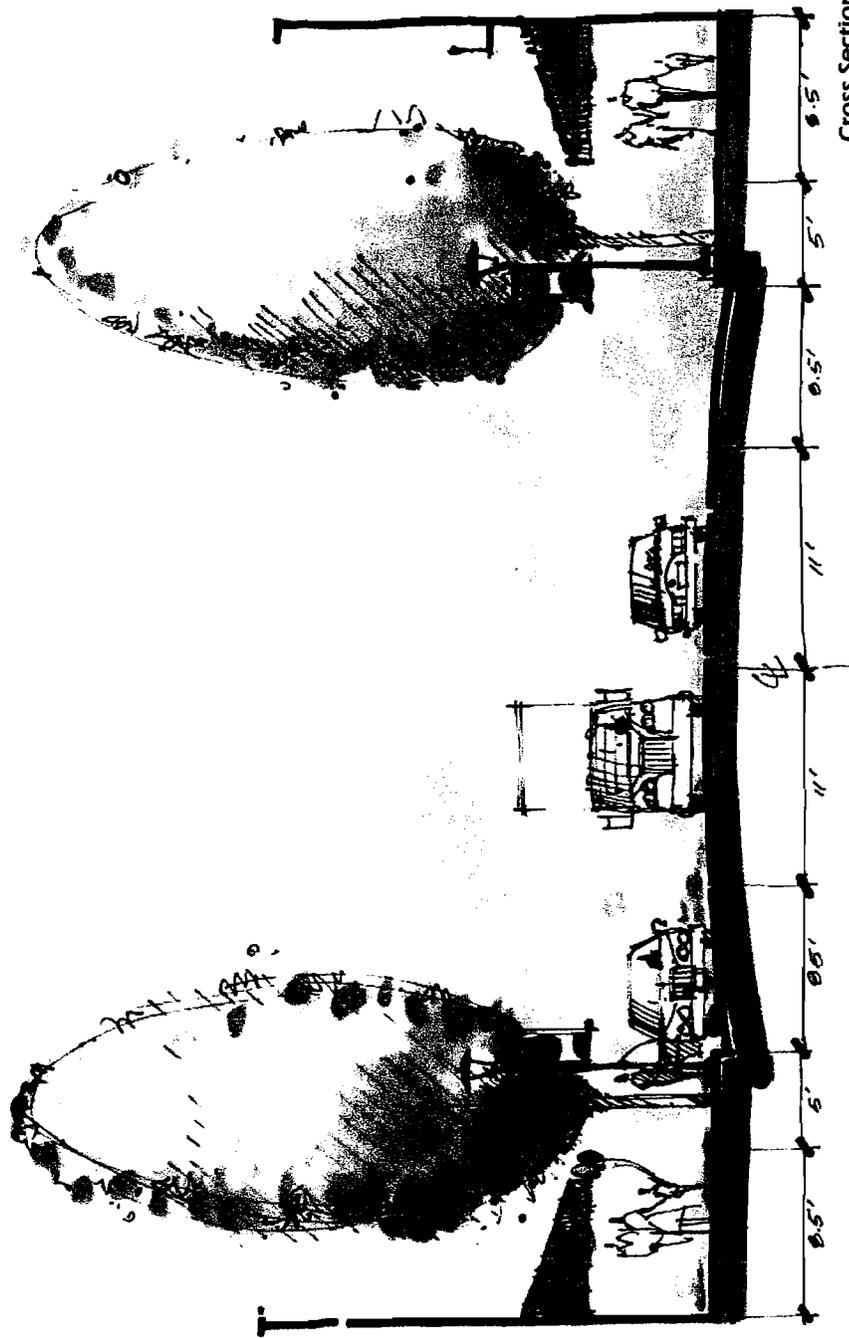
The intersection at Elm Street is shaped by the orientation and activity of the Journalism School and the gateway to the University on its south side. It is recommended that an architectural feature or monument be placed at the east side of the Elm Street intersection, mirroring the form created at the Journalism School entry and reinforcing the four corner structure of the gateway intersection.



**Streetscape Master Plan
Locust - Elm Block**

Streetscape Master Plan





Cross Section
Locust-Elm Block

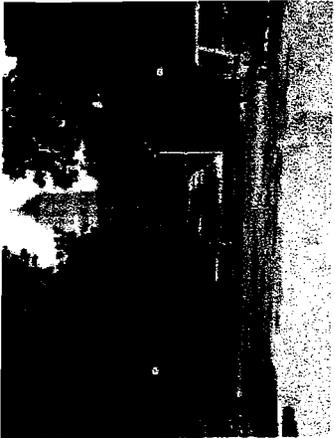


Streetscape Master Plan

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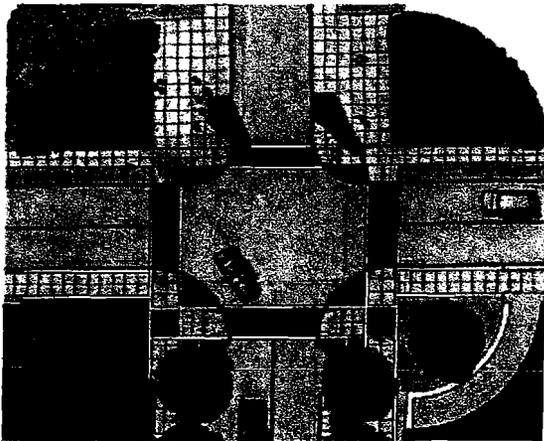


University Gateway - Proposed Street Image

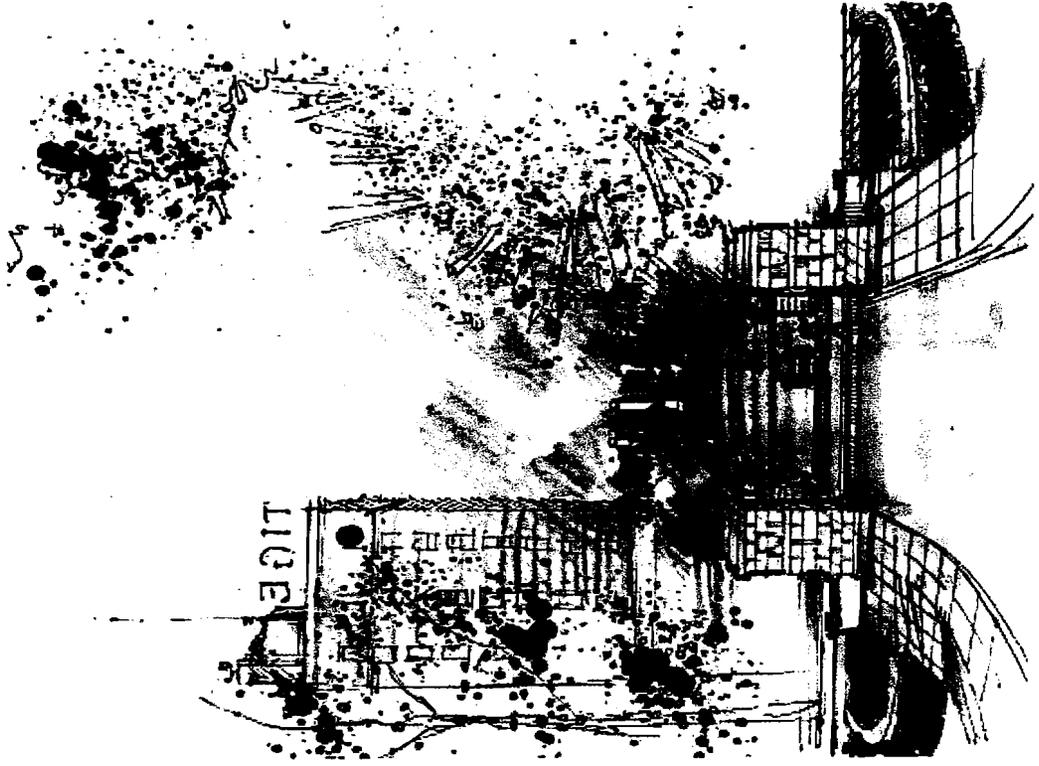


Existing Street Conditions

Streetscape Master Plan
University Gateway Focus Area



Streetscape Master Plan

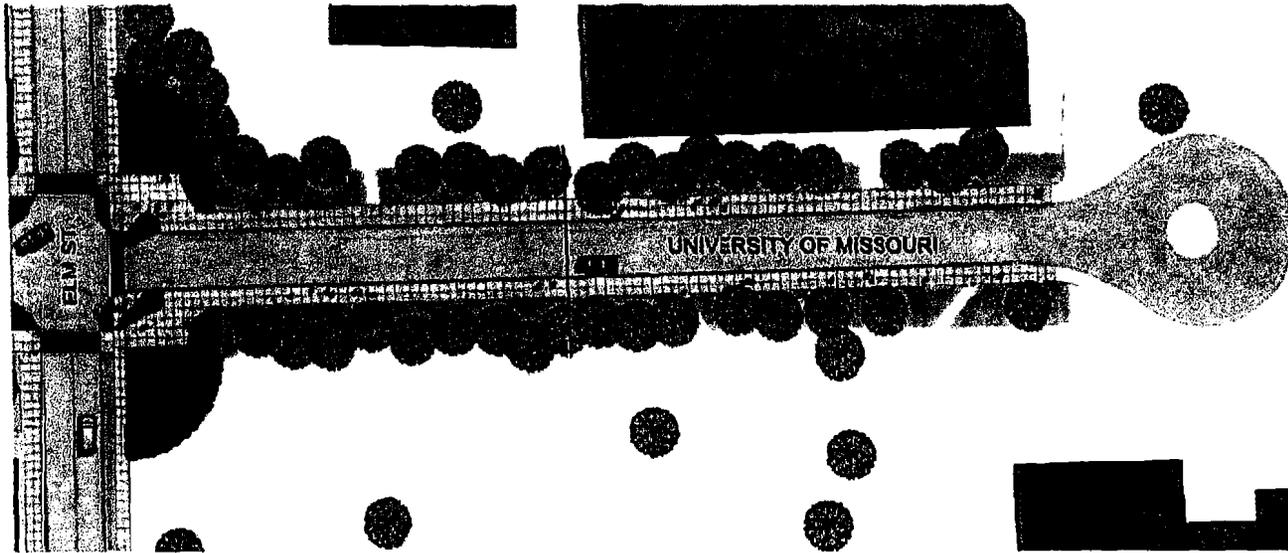


Campus Extension

The Elm Street intersection serves to transition the urban character of the Avenue of the Columns into a more traditional campus setting.

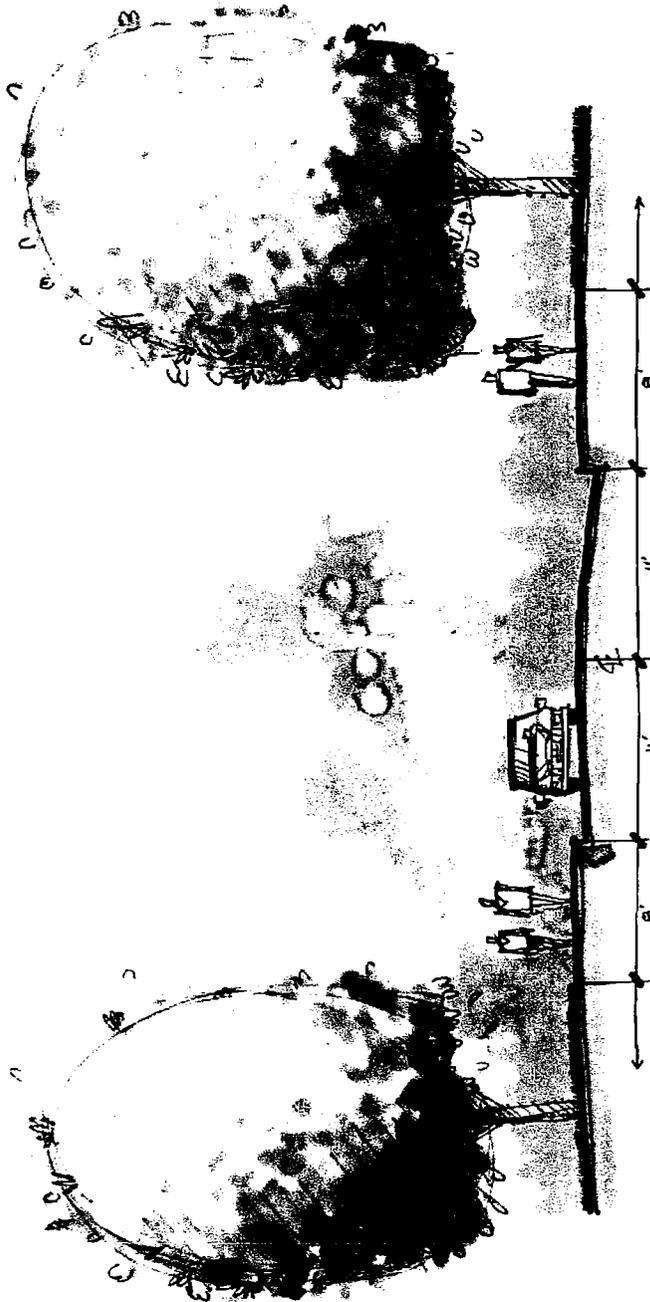
By opening up space around the historic gateway monuments and creating seating and social space within the gateway framework, movement to and through this gateway will be more focused and inviting. Widened sidewalk corridors along the entry drive will promote pedestrian movement and use of the corridor, and the added dimension and lines will provide a greater visual cue and link to

the columns in Francis Quadrangle. These improvements will help to restore the significance of the campus gateway and create a stronger link between the Avenue of the Columns and the University grounds without overstating the extension of the Avenue into the campus framework.



Streetscape Master Plan
Campus Extension

Streetscape Master Plan



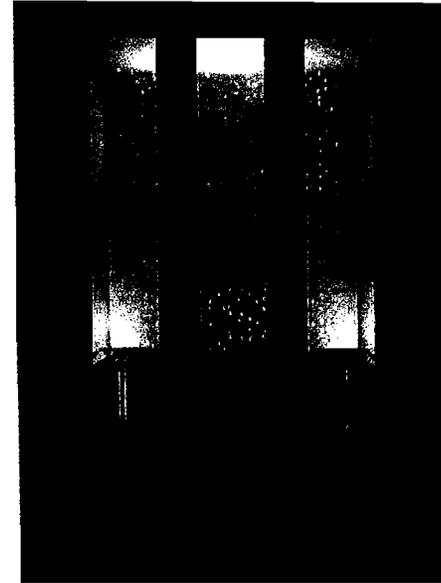
Cross Section
Campus Extension

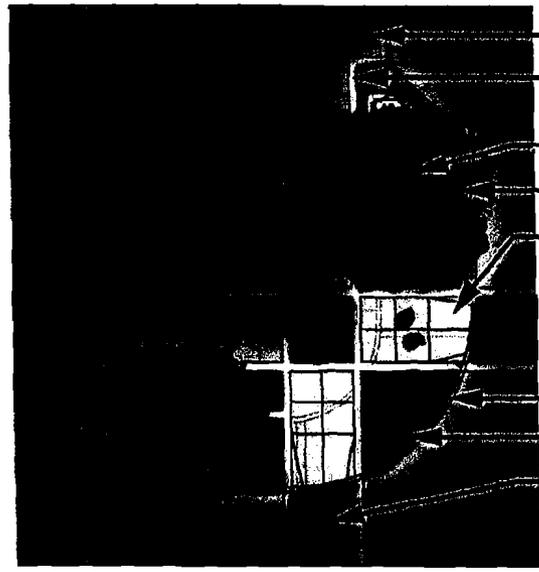
Streetscape Master Plan

Civic Art

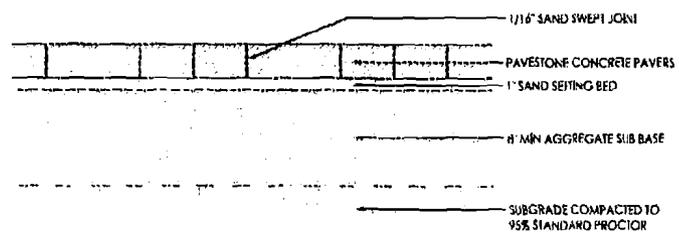
The inclusion and focus on artwork or creative elements within the streetscape is a meaningful and important way to create identity and interest along the streetscape. Public art could be programmed along the Avenue of the Columns as an effort to install permanent works or by developing a temporary exhibit initiative. Any initiative to include public art as a component of the public streetscape should involve the city's Standing Committee on Public Art and Commission on Cultural Affairs working with the Office of Cultural Affairs to implement Columbia's already established Percent for Art program.

Of primary consideration to the long term success of any public art installation program or the inclusion of art in aspects of the streetscape is proactive advance planning for management of the collection properties and funding for ongoing maintenance of the installations or venues.





- TAN CAST-IN-PLACE CONCRETE
- WHITE CAST-IN-PLACE CONCRETE BANDS
- VEGETATION
- PLANTER WALL
- ACCESS RAMP
- CONCRETE CURB
- BRICK PAVER TYPE 2
- BRICK PAVER TYPE 1



PAVED "BUMP-OUTS"

Bump-outs provide additional pedestrian space at key intersections. These spaces provide a dynamic interface of pedestrian and vehicular traffic ways. Raised seat walls add color and provide seating space in bump-out areas should be incorporated into the bump-out areas.

RECOMMENDATION:

Bump-outs should not interfere with the vehicular pathways along streets and in parallel parking zones.

STYLE:

Bump-outs should be constructed of unit pavers with cast-in place concrete paving bands with coloration.

Unit pavers should also be used at the junction of sidewalks, where crosswalks from a "square".

Bump-outs in the pedestrian zone should be cast in place concrete.

Coordinate material pattern, size and color with paved crosswalks and accessible ramps.

PEDESTRIAN AND STREET LIGHTING

Lighting is a functional requirement that also impacts the visual environment. The lighting system conveys a sense of order and organization, and should be used as a unifying streetscape element.

RECOMMENDATIONS:

Lamp should be metal halide or mercury vapor to promote good color rendition, foliage lighting, life span, and electrical efficiency.

Additional lighting such as bollard lighting, wall-mounted lighting, and spot lighting should be consistent with post lighting.

Pendant Mount with cutoff light to reduce light pollution and visual glare.

Spot lighting and up-lighting should be used to highlight signs, architectural features, and other important objects. Spotlights and up-lights should be screened by landscaping or other methods so they are inconspicuous during the day.

STYLE:

Base of light poles should be customized to a historical standard.

Fluted shaft for sun/shade visual contrast during the day.

Dual cross arms for pedestrian traveled ways and vehicular traveled ways.

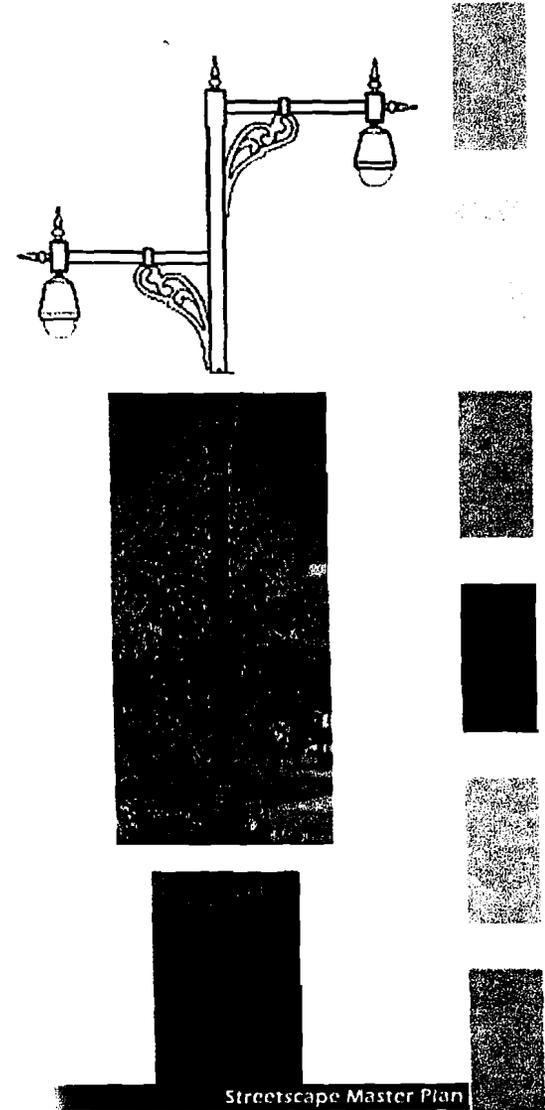
Pendant Mount.

Bracket-type banners should be implemented on one side of the lighting. Banner graphics should be coordinated with the City of Columbia.

Coordinate style with signage, bollards and other streetscape amenities.

COLORS:

Cast Iron with Black Powder Coat or Pewter Finish.





SIGNAGE

Signage is used to guide, warn, and identify to users specific streetscape information.

RECOMMENDATION:

Signage should be developed to provide flexibility in order to adapt to changes and additions over time.

Do not place more than one sign at any location in order to reduce visual clutter. Traffic rules are the exception to this rule.

Signage should be simple, readable, and eliminate confusion for users.

Careful consideration should be made for the aesthetic quality of signage on the Avenue.

STYLE:

Signs should be consistent with other materials used in the Avenue of the Columns.

All traffic signage should be in compliance with current state or federal standards.

Coordinate style with pedestrian and street lighting, bollards, and other streetscape amenities.

COLORS:

Cast Iron with Black Powder Coat or Pewter Finish.

BOLLARD

Bollards are utilized to separate vehicular traffic, mark pathways and space, or as decorative elements in pedestrian zones.

RECOMMENDATION:

Use removable bollards where necessary for emergency/service functions.

Use concealed mounting to improve aesthetic appeal

STYLE:

Structural Steel Body with powder coat finish

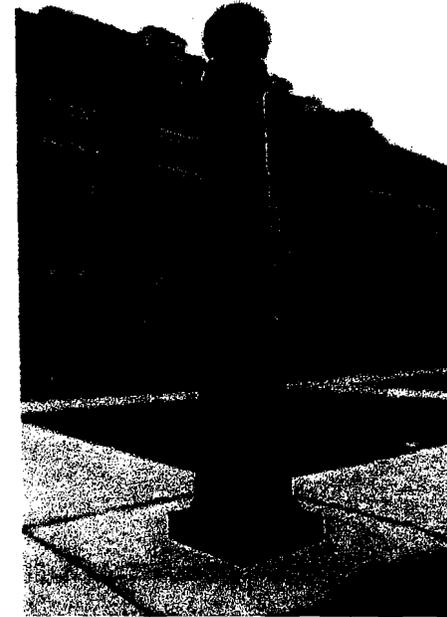
Cast aluminum or steel top with painted finish.

24" to 32" high, spaced 3' to 5' on center.

Coordinate style with pedestrian and street lighting, signage, and other streetscape amenities.

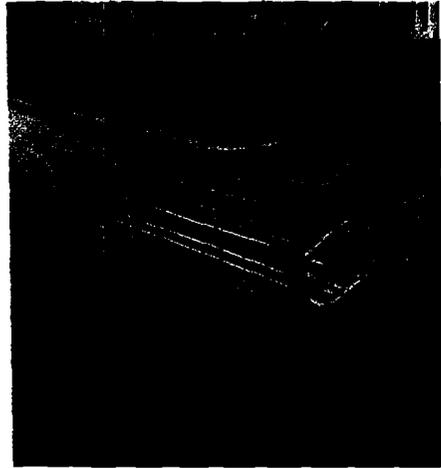
COLORS:

Black Powder Coat or Pewter Finish.



"Cherry Street" Model from Robinson Iron





"Scarborough" Model Bench by LandscapeForms

BENCH

Benches provide comfort, relaxation, and informal gathering along the entire streetscape.

RECOMMENDATIONS:

Benches should be sited on hardscape surfaces adjacent in the amenities zone.

Provide proper clearance around benches, a minimum of 2'-0" setback from the pedestrian zone.

Place benches under canopy trees for seasonal shade.

STYLE:

Painted Steel with wood or metal seat.

Powdercoat paint finish for durability.

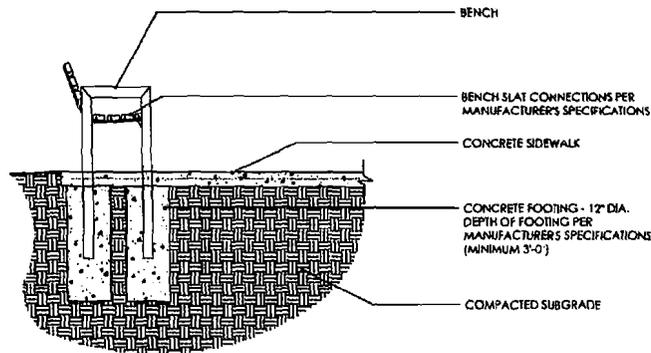
Benches should be at least 5' long to seat 2-3 people comfortably.

Benches should have backs for support, and the city should review if a center arm rest is preferable in order to discourage sleeping.

Coordinate style with trash receptacles, bike racks, vending enclosures and other streetscape amenities.

COLORS:

Black Powder Coat or Pewter Finish.



TRASH RECEPTACLE / RECYCLING

Trash receptacles are necessary to support the informal gathering, resting, eating, and waiting uses characteristic on the streetscape.

RECOMMENDATIONS:

Coordinate size with the City of Columbia to maximize efficiency of collection

Trash receptacles should be located with priority given to corners and outside eating establishments

STYLE:

Painted Steel (powder-coated)

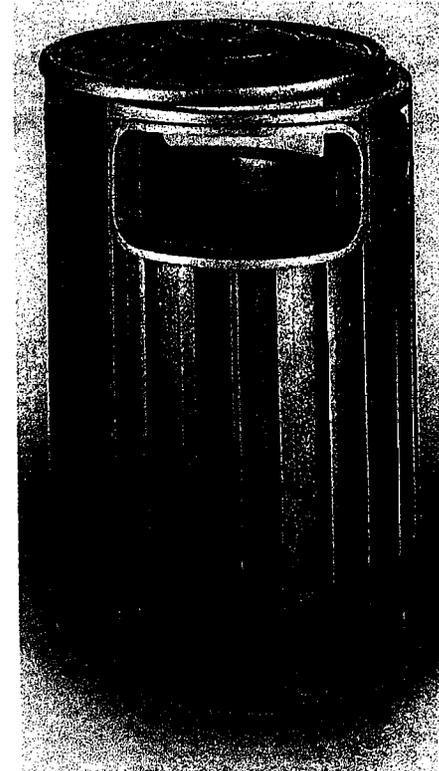
Receptacles should be equipped with polyethylene plastic liners

Hinged side door to ease collection

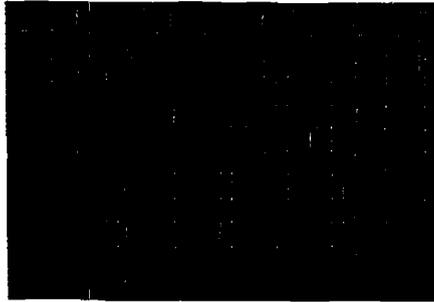
Coordinate style with benches, bike racks, vending enclosures and other streetscape amenities.

COLORS:

Black Powder Coat or Pewter Finish.



"PADC" Model by Canterbury International



"143-1076" Model by Patterson-Williams

BICYCLE RACKS

Bicycle racks provide another vehicular option for the Avenue of the Columns for users.

RECOMMENDATIONS:

Bicycle racks should be provided at key destination locations.

Bicycle racks should be located on a hardscape surface where they will not impede pedestrian movement or block building entrances.

Embedment mounting for added bicycle security

Racks should accommodate at least 6 bicycles.

STYLE:

Welded construction

Steel Pipe

Powdercoat finish.

Coordinate style with benches, trash receptacles, vending enclosures, and other streetscape amenities.

COLORS:

Black Powder Coat or Pewter Finish.

FENCING AND ENCLOSURES

Fencing

Fenced vending machine enclosures are provided for users to easily access items they need on a daily basis. The location of these machines need to be incorporated into the street currency to provide a unified streetscape.

RECOMMENDATION:

Use fenced enclosures to improve the aesthetic arrangement of newspaper vending machines, kiosks, food vending machines, or other utilitarian items.

Locate vending machine enclosures convenient to high-volume pedestrian areas to attract users and provide security.

Avoid locating vending machine enclosures at building entrances.

Enclosures should be easily accessible and placed in locations that will not impede pedestrian circulation

Enclosures should be located at least 12" from curb.

Enclosures should be constructed with vandal resistant materials.

Enclosures should be located in highly-visible, open locations.

Coordinate style with benches, bike racks, trash receptacles, and other streetscape amenities.

STYLE:

Structural Steel fence with powder coat painted finish

Fence should be less than 30" high.

COLORS:

Black Powder Coat or Pewter Finish.



"Imperial" Model by Master Halco Fencing



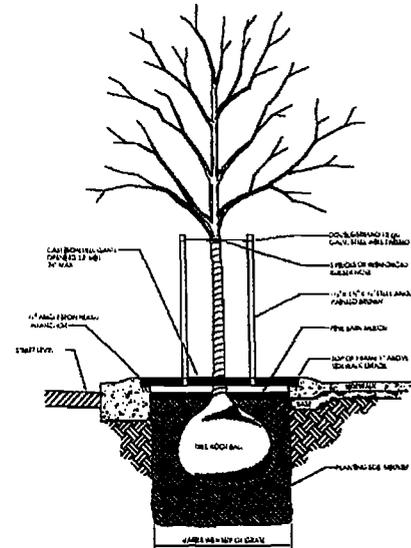


Planting

Plant materials can play either a unifying role in site development and can reinforce distinctions between street and pedestrian way.

Aesthetic selection criteria include form, texture, seasonal color of leaves, bark, flowers and fruit. Functional properties of plants allow selection of species that have the ability to reinforce site spaces, provide shade and microclimate modification for human comfort, reinforce appropriate pedestrian scale, impact energy efficiency of buildings, mitigate noise, and reduce glare. Priority should be given to plants with low maintenance requirements, including resistance to disease, pests, and salt. Plants that do not produce messy fruits and seeds and species that do not tolerate periods of drought should be utilized. Consider installation of water distribution systems for all planting to enhance plant survivability and plant growth rates.

The use of native plants is encouraged, provided they are suited to urban environments and will not require extraordinary maintenance.



STREET TREES

Street tree plantings should be used to reinforce vehicular hierarchy, orient and direct traffic, frame views and vistas, and visually de-emphasize parking areas.

RECOMMENDATIONS:

Provide a minimum of 3.5' deep tree pits in amenities zone areas. Also consider the depth of growing space in raised planter areas.

Allow sufficient room for tree canopies to grow and develop without conflict with other building or sidewalk elements.

Install tree grates to protect trees from soil compaction and root damage in pedestrian use areas.

Use a tree with a lighter canopy to allow sun filtration through the tree and enhance natural lighting along the streetscape.

STYLE:

Open canopy tree with a rounded or vase-like form.



Zelkova serrata "Green Vase"



Gleditsia triachanthos var. "Inermis"



Ginkgo biloba "fastigiata"





SHRUBS, PERENNIALS, ANNUALS

Shrubs, perennials, and annuals provide added color, texture, and form to the streetscape.

RECOMMENDATIONS:

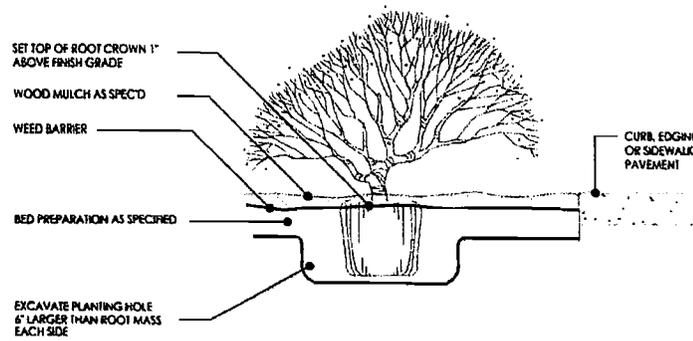
Place plant materials that are appropriately located and sized for the provided spaces.

Plants should be appropriate for the urban condition. Factors to consider include drought tolerance, salt tolerance, and the amount of maintenance required for the plant.

Planting should create a strong identity for a focal area or district. Consider the use of thematic plantings along the streetscape.

STYLE:

All planting should be complementary and provide contrasting color, texture, and form to improve visual quality.



MOVABLE PLANTERS

Planters are used to delineate spaces in the hardscape zones, or as a landscape treatment along a hard building edge.

RECOMMENDATIONS:

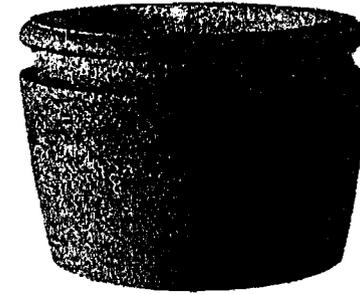
- Planters should be movable.
- Planters should contain plant materials during the growing season and should be in good appearance during the winter.
- Plant materials should be well-maintained to improve the appearance of the defined area.
- Planters should be laid out as a border along a building or along a perimeter of defined hardscape space.
- Planters should be a consistent height and width in all border treatments and defined spatial areas.

STYLE:

- Cast or precast stone
- Circular or Squared Box
- 36" tall
- 3'-5' width to allow for clarity and definition of the space

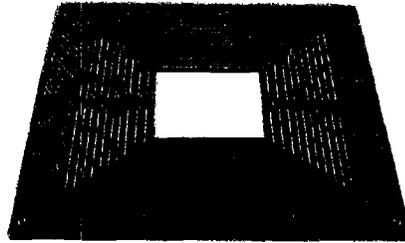
COLORS:

- Color should closely match the stone caps of the raised planter beds, or a complementary warm earthtone.



"Atheneum" Style Planter by Dura Art Stone





"Chinook" Model by Urban Accessories

TREE GRATES

Tree grates provide security for tree root systems, as well as provide additional space for high-use pedestrian paths.

RECOMMENDATIONS:

Tree grates should be used when installing trees in large paved areas.

Design should be pedestrian-safe.

Design should have 16" minimum diameter tree opening size.

Design should be expandable to allow for tree growth.

Grate size should be a minimum 5' x 5' for tree health.

Design should incorporate irrigation and air relief systems for tree health.

STYLE:

Unpainted steel with decorative pattern.

Design should be coordinated along the entire streetscape.

Coordinate style with streetscape amenities.

COLORS:

Black powdercoat or pewter finish.

RAISED SEATWALL PLANTERS

Raised planters are used to separate uses and to frame views established along the streetscape, as well as provide additional seating areas for pedestrian users.

RECOMMENDATIONS:

Raised planters should be a comfortable seat wall height.

Raised planters should not conflict with vehicular sightlines.

STYLE:

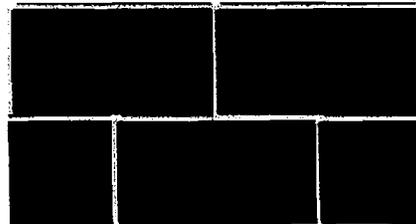
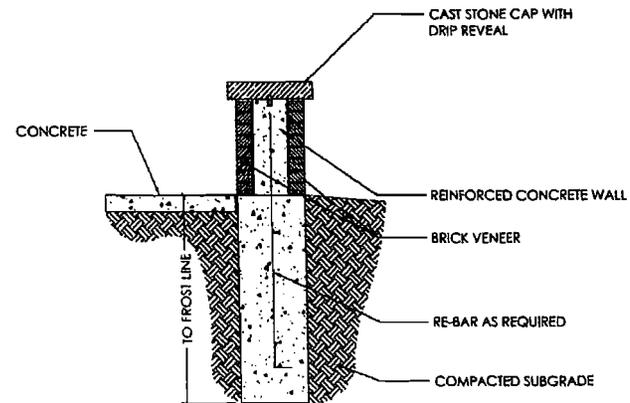
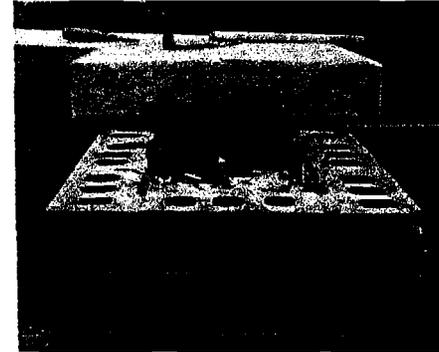
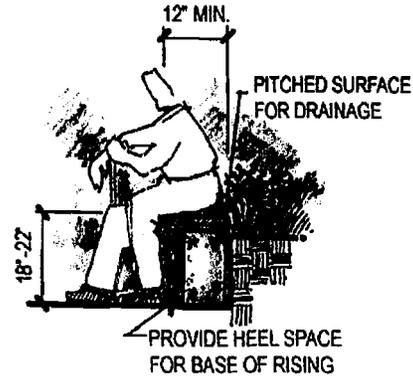
Concrete masonry unit wall with brick veneer finish and stone cap.

Incorporate annuals, perennials, and groundcover in raised planter areas.

Provide weep holes or weep wicks to relieve moisture and maintain plant health.

COLORS:

BMI #30 reddish-brown brick color with light tan cast stone cap.





PAVED CROSSWALK

Paved crosswalks provide a clearly defined pathway for pedestrian users in the traveled way, as well as provide vehicles a cue to slow down or stop at intersections.

RECOMMENDATION:

Crosswalks should be flush with adjacent street paving and sidewalk concrete bands.

Paving should align with accessible curb ramps.

STYLE:

Unit pavers with cast-in place colored concrete bands.

Coordinate material pattern, size and color with accessible ramps and paved bump-outs.

COLORS:

#31 BMI red brick with tan colored concrete banding.

ACCESSIBLE RAMPS

Ramps are used to provide pedestrian solutions to all users along the streetscape.

RECOMMENDATION:

Considerations must be made via grading to minimize the slope of accessible ramps.

Ramp dimensions should refer to current ADA guidelines.

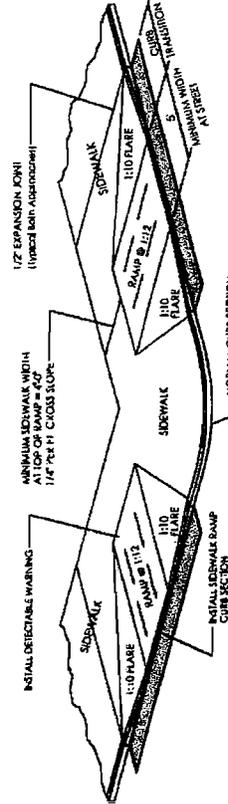
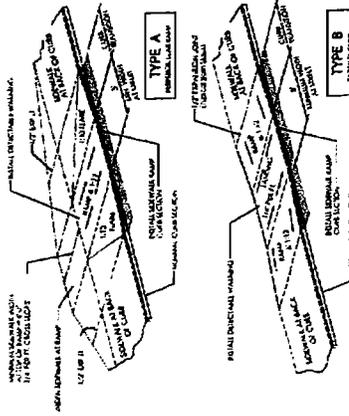
STYLE:

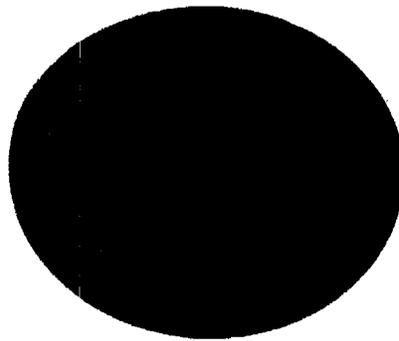
All ramps should be cast-in place concrete, with scored, anti-slip finish (truncated domes).

Coordinate material pattern, size and color with crosswalks and paved bump-outs.

COLORS:

Coordinate with standard concrete color.

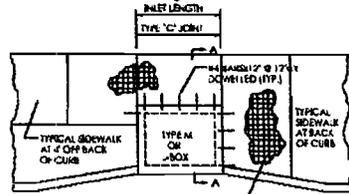




"Double Weave" Model by Urban Accessories

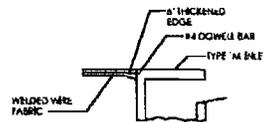


"CNK Series" Model by Fairweather



4x4x4 WELDED WIRE FABRIC (TYPICAL SIDEWALK REINFORCEMENT BETWEEN EXPANSION JOINTS)

PLAN VIEW



SECTION A-A

UTILITIES

Utilities play a key role in the visual quality of the Avenue of the Columns. The negative visual impacts of these utilities should be minimized.

RECOMMENDATION:

Overhead transmission lines should be relocated underground wherever possible.

Facilities that are no longer in use should be removed or capped.

All communications infrastructure such as cellular transmission towers, satellite dishes and wi-fi relays should be screened from public view where possible.

Consider the use of custom materials for utility structures such as manhole covers, area drains, and trench drains.

Coordinate style with City of Columbia Ordinances and Standards.

COLORS:

Black powdercoat or pewter finish, unless standard conflicts with existing City of Columbia Ordinances and Standards, county, state, or federal regulations.

Implementation

Streetscape

The Avenue of the Columns Streetscape vision speaks to the desire for revitalization of an important part of downtown Columbia. This Master Plan document addresses one part of that vision, the aesthetic and functional framework for that vision.

It has been advocated from the beginning of the master planning process that simply addressing the *physical character of the streetscape* will not achieve the vision that guides this effort. Streetscape improvements are functional and aesthetic in nature and are intended to facilitate and serve the needs of the pedestrian component of the corridor. These types of improvements do not *create* or expand that pedestrian component. Reinvigoration of retail, residential, or commercial activity is the surest way to change the nature of street activity and vigor. Changing the nature of use or creating more and broader activity is the only way to fundamentally support a vibrant and healthy Avenue of the Columns. The streetscape serves as the stage on which this increased activity will function.

In the course of this process areas of opportunity for this type of redevelopment and reinvigoration have been revealed and considered. In consideration of these opportunities it has been underscored that there is a need to consider redevelopment on a broader scale, considering the entire downtown as the footprint and looking to

more sweeping tools and approaches. There is a great deal of momentum and activity in the downtown area already, but there remains a great deal of potential.

Because of its prominence and meaning within the community, the Avenue of the Columns project could serve as a model initiative in this broader effort, supporting a larger movement toward downtown revitalization.

Role of the Master Plan

This Master Plan serves as a guide and framework for the development of the streetscape improvements along the Avenue of the Columns. This framework outlines design concepts and strategies for the various physical aspects of the corridor and responds to the functional realities and opportunities that have been identified and considered during the process. It is not the final step in the design and implementation process.

Actual design and documentation of these improvements is beyond the scope of this Master Plan. Consideration and final design of the recommended improvements must be undertaken through subsequent design efforts. It will be an extensive and complex process that will likely require a creative and collaborative approach to funding and implementation.

The guidelines set forth in this plan will serve to direct future streetscape improvements so that the result of phased or incremental efforts will be consistent in their nature and identity and true to the vision of the committee responsible for this plan.



Implementation

Phasing

Implementation of the improvements represented in this Master Plan can be approached and phased in a multitude of ways. Depending on the funding structure and timeline, the implementation could occur as a single representative project or in single block phases. Implementation of certain segments of the streetscape could occur in conjunction with other keynote projects such as redevelopment infill or the new Municipal building.

It is recommended that broader goals for other improvements such as utility or other infrastructure improvements be considered in conjunction with these projects both in budgeting and staging so that any inherent efficiencies may be realized.

Funding

There is a broad range of funding vehicles and economic tools that are available to projects of this type for implementation. They range from self funding on the municipal level as a capital project to various forms of incentives, abatements, and public/private partnerships. It is recommended that legal advice and counsel be sought as the project moves forward, to direct and structure an approach that best fits the goals and realities of this project. A combination of tools or incentives will most likely be appropriate as it is rare that any single funding mechanism or approach is comprehensive enough to sustain a project of this type.

A summary of funding scenarios or implementation approaches that might be considered for the Avenue of the Columns and associated projects is as follows:

When evaluating an economic development tool for any type of development, or public improvement, the character of the development or improvement being financed guides which economic development tools may be most appropriate. In addition, whether the public or private sector, or both will participate in funding also guides the final determination.

Avenue of the Columns Streetscape

The first category of development for the identification of funding opportunities and approaches is the implementation of the Avenue of the Columns Streetscape Master Plan ("Streetscape Plan"). The recommended funding approaches might involve commitments of the public sector, private sector and/or both.

Community Development Block Grant (CDBG)

CDBG is a federal program which provides entitlement cities, such as Columbia ("City"), with funds to be used to benefit low to moderate income persons, address slums and/or blighted areas or address a particular urgent community need (disaster). When using this funding to benefit an area of the city, the area must be identified as a low to moderate income area as determined by the census tracts. According to the City's website mapping, the Streetscape Plan area is located in a CDBG Eligibility Area. Streetscape is a public improvement that can be financed through this program. Funding is determined through an annual application and public hearing process with the final decision to be made by the Mayor and City Council. An application may be submitted by a company, organization, person or the City itself. The City currently receives approximately \$1,000,000 annually for this program. Because of the limited funds available for distribution in the entitlement program in contrast to the demand, this financing method

should be considered a phased implementation funding alternative.

Neighborhood Improvement District (NID)

Neighborhood Improvement Districts are established by an election within a defined area called a district or by petition of 2/3rds of the owners of property in the proposed district. In either approach, the final decision to establish the district is made by the Mayor and City Council. This approach allows the Mayor and City Council to make improvements that confer a benefit upon property within the proposed improvement district, by issuing temporary notes or general obligation bonds for the purpose of making the improvements and retiring the indebtedness by special assessment of the property benefited. Benefited properties are not necessarily immediately adjacent to the improvement. The assessment may be made on the basis of area, lineal measure, or any other reasonable method and may not exceed 20 years. The definition of "improvement" in the NID statutes, includes, but is not limited to, landscaping, lighting, streets, crosswalks and the ability to acquire and improve any other public facilities or improvements deemed necessary by the governing body of the city.

Community Improvement District (CID)

Community Improvement Districts are established by a petition of (a) more than 50% of the owners by assessed value of real property located within the proposed district and (b) more

than 50% per capita of the owners of real property within the proposed district. The final decision to establish the district is made by the Mayor and City Council. The district may be a not for profit or a political subdivision. If the district is a political subdivision the cost of improvements or services may be financed by special assessments, real property taxes, business licenses and/or sales tax. If the district is a not for profit the cost of improvements or services may only be financed by special assessments. The governing form of the district will depend upon the magnitude of cost of the Streetscape Plan. If this financing alternative were used to implement the Streetscape Plan only, the not for profit formation may be more appropriate. However, if the financing might include additional costs related to contracting with a private property owner for demolition and removal, renovation, reconstruction or rehabilitation of any building or structure owned by such private party, or parking garages, additional sources of tax revenue may be required. A streetscape, demolition and renovation, reconstruction or rehabilitation, and parking facilities are all specific project costs that can be paid for through a CID.



Implementation

Corridor Redevelopment Projects

A second category of development for the identification of funding opportunities and approaches is the redevelopment of the "soft" parcel(s) along the Avenue of the Columns. The pilot projects identified for potential redevelopment involve the acquisition of property, demolition of existing structures and improvements and the construction of a mixed use (residential and commercial) development with parking, and potential institutional use development. Institutional uses pose a challenging financing circumstance because any government owned facility will be exempt from real property taxes which are a critical piece to most funding methods for urban redevelopment. For purpose of this analysis the assumption is any institutional uses will be subject to ad valorem taxes.

The recommended economic development incentives for the downtown redevelopment projects are Chapter 353 Urban Redevelopment Law ("Chapter 353") or Tax Increment Financing ("TIF"). The common characteristics of these tools are the ability to utilize eminent domain and the use of revenues from increases in assessed valuation.

Chapter 353

Chapter 353 provides for tax abatement on the improvement (building and fixtures) constructed as part of the redevelopment. The developer receives a tax liability savings which is presumed to offset the extraordinary costs of

redevelopment. The determination as to the appropriateness of this tool will be in whether the tax abatement will adequately provide the necessary financial support for the project related to the developer's increased development costs to make the project financially feasible. The City may also have the option of contributing towards demolition costs from general fund revenues, including the city general sales tax. In addition, low income tax credits and historical tax credits could be applicable depending on the project. The tax credit program is often used in conjunction with Chapter 353 for urban residential redevelopment.

Tax Increment Financing

TIF provides redevelopment project cost financing from the taxes paid attributable to the increase in assessed valuation as a result of the project and 50% of the increase in economic activity taxes (primarily sales taxes) as a result of the project. Depending upon the City's discretion in applying these funds, TIF could provide financing for acquisition costs, demolition, a privately owned parking facility, public improvements and professional service fees related to the development. TIF could generate a greater amount of financing for the project than Chapter 353.

Comprehensive Downtown Redevelopment

A broader category of development for identification of funding opportunities and approaches is for a comprehensive downtown redevelopment initiative. The potential redevelopment area would be comprised of 10th or 11th Street on the east to Providence on the west, and from the University of Missouri campus (Elm Street) on the south to the Courthouse Square (Walnut Street) on the north ("Redevelopment Area"). A project of this scope is difficult to propose definitive public financing options for without a comprehensive land use and market analysis.

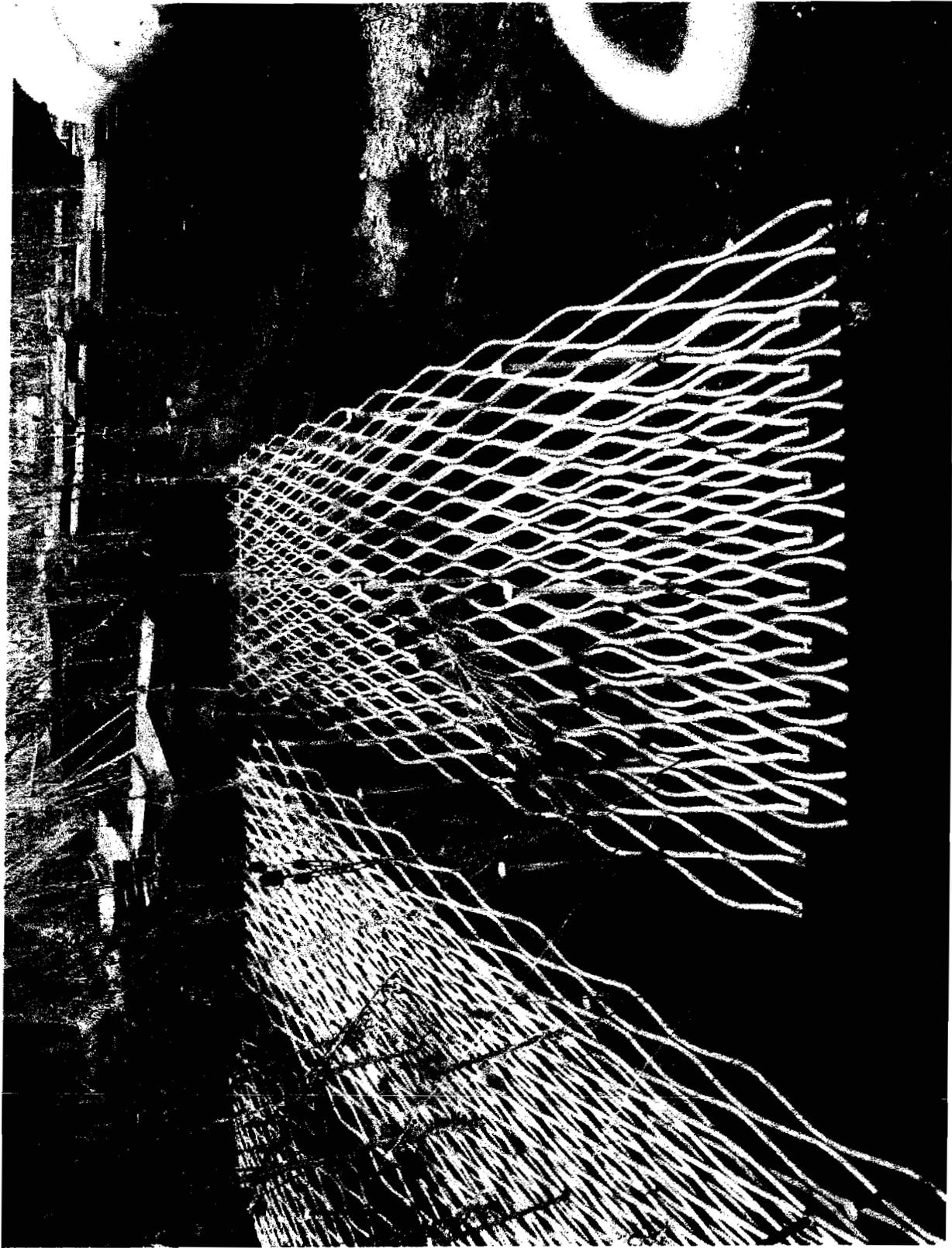
The first step in determining financing alternatives would be the establishment of a community leadership vehicle or the reinvigoration of an existing vehicle such as the LCRA (Land Clearance Redevelopment Authority) that would insulate the governing body and be viewed as an objective vehicle for process and decision making. Next would be to frame a Downtown Redevelopment approach or plan, inclusive of a market analysis, setting forth in general terms what the citizens, developers, existing businesses and policy makers believe are the priorities and the best use of the land within the proposed Redevelopment Area. A Downtown Redevelopment Plan, itself, provides a guide to the development community as to what the City believes is appropriate development in the area. This plan provides a more predictable development environment. With an aspect of risk in the City approval process mitigated, such plans can foster development independent of incentives.

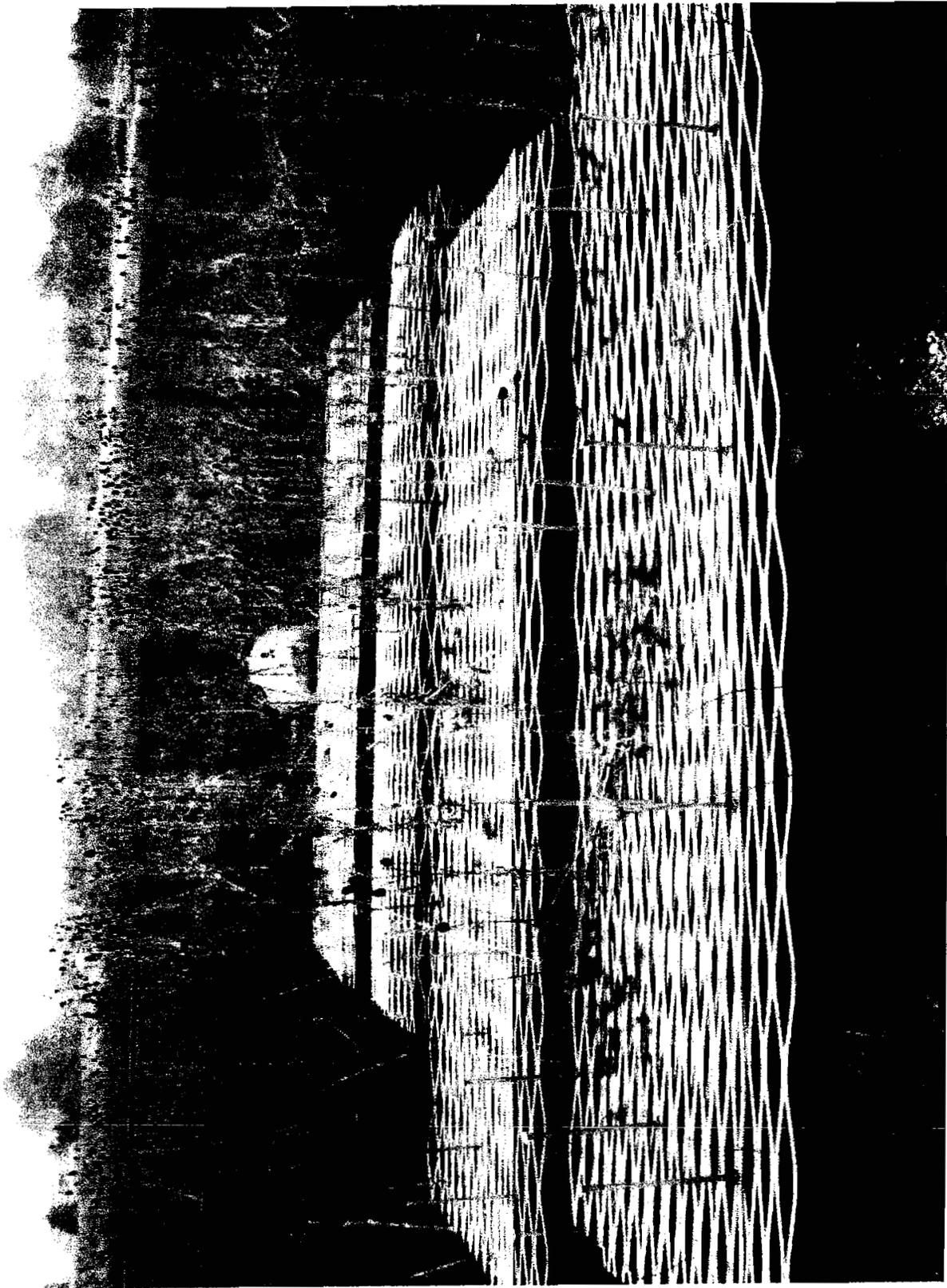
The planning process can bring together information from supporting studies such as the recently completed housing study, and neighborhood development initiatives such as the Avenue of the Columns Master Plan or the Flat Branch Development Plan. Also, other existing policies and ordinances of the City that are applicable to the development of the proposed Redevelopment Area will be fundamental to this approach. Such a plan would serve as the required documentation basis of a Land Clearance Redevelopment Authority ("LCRA"), Planned Industrial Expansion Authority ("PIEA"), or Downtown Economic Stimulus Authority under the Missouri Downtown and Rural Economic Stimulus Act ("MODESA").

A Downtown Redevelopment Plan and the market place's reaction to the initial and second redevelopment projects mentioned above will assist in identifying the appropriate financing or funding program(s) for the redevelopment of the Redevelopment Area. We could then clearly identify and recommend the most desirable development incentive approach for implementation of such plan and assist in the establishment of (or reestablishment in the case of the LCRA) the authority

All three alternatives, LCRA, PIEA and MODESA provide varied funding opportunities. LCRA and PIEA involve the use of tax abatements similar to the Chapter 353 program. MODESA utilizes revenue from the same sources as TIF with the addition of potential state income tax or state general sales tax funding. All three programs have governing bodies separate from the City, but still require varying degrees of approval of the City regarding the final financing plan.







PRE-PROPOSAL CONFERENCE SIGN IN SHEET

19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

Thursday, April 5, 2012, 10:00 a.m. central time

	Representative Name	Business Name	Telephone Number	Fax Number
1.	Melinda Bobbitt	Boone County Purchasing	886-4391	886-4390
2.	Bob Davidson	Boone County Facilities Maintenance	886-4401	
3.	Matt Vander Tuig	Bartlett & West	573-659-6713	573-634-7904
4.	JAKE FRINK	ROST INC	573-445-4465	573-446-0899
5.	TIM H. MALONEY	ROST INC	"	"
6.	ANDREW HERNON	ROST, INC.	"	"
7.	COY DARR	A CIVIL GROUP	817-5750	817- 8 1677
8.	PHILIP DIERKER	DESIGNER- LANDSCAPE	445-6010	
9.	Laura Rogers	Landesign	636-332-4500	636-639-8757
10.	Jason Harding	Stone Creek Landscape	572-474-1215	573-474-1215
11.	Pat Bauermyer	Boone County Collector	886-4285	886-4294
12.	Joan P. Taylor	Boone County Auditor	573.886.4278	573.886.4280
13.	Gene Miller	Boone Co. Commission	573-864-2405	
14.	GENE HARDINA	DESIGNER LANDSCAPE	573-445-6010	573-446-3068
15.				
16.				
17.				

COUNTY OF BOONE - MISSOURI



**REQUEST FOR PROPOSAL
FOR
LANDSCAPING SERVICES
FOR
COURTHOUSE PLAZA RENOVATION**

**RFP #19-01MAY12
Release Date: March 16, 2012**

**Pre-Proposal Conference:
Date and Time: April 5, 10:00 a.m. C.T.
Location: Boone County Annex, 613 East Ash Street, Conference
Room 101, Columbia, MO 65201**

**Submittal Deadline:
May 1, 2012
not later than 5:00 p.m. Central Time**

**Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201**

**Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org**



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

PROPOSAL #: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

Sealed proposals will be accepted until **5:00 p.m. on Tuesday, May 1, 2012** in the Boone County Purchasing Office, Boone County Annex, Room 110, 613 E. Ash Street, Columbia, MO 65201.

Proposals will be opened and Offeror's names read aloud at the Boone County Commission Meeting at 7:00 p.m., May 1, 2012 in the Boone County Commission Chambers, 801 E. Walnut, Columbia, Missouri. Note: Proposal responses **MUST** be turned in by 5:00 p.m. May 1 as stated above.

A **Pre-Proposal Conference** is scheduled for 10:00 a.m. on Thursday, April 5 in the Boone County Annex, Conference Room 101, 613 E. Ash Street, Columbia, Missouri 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymo.org.

Vendors may obtain further information on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director of Purchasing

Insertion: Friday, March 16, 2012
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

Pre-Proposal Conference:

To assist interested Offerors in preparing a thorough RFP response, a pre-proposal conference has been scheduled for **Thursday, April 5 at 10:00 a.m.** in the Boone County Annex, 613 E. Ash Street, Conference Room 213, Columbia, MO 65201.

All potential Offerors are encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposals. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 5:00 P.M., Central Time, on Tuesday, May 1, 2012** to:

Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

- b) The County will not accept any proposals received after 5:00 P.M. central time on Tuesday, May 1, 2012 and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and eleven (11) copies of the proposal (total of twelve). Proposals will be opened publicly, but only names of Offerors will be read aloud. All proposal responses will be considered public information, and following contract execution or rejection of all proposal responses, all responses will become a part of public record and will be released to any person who requests it.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

- e) If you do not care to submit a proposal, please return the *No Bid Response Page* and note your reason. No fax or electronic transmitted proposals will be accepted.

- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal. You may check our web site for addenda at www.showmeboone.com, then select “Purchasing”, then “Current Bid Opportunities”.



2. INTRODUCTION AND GENERAL INFORMATION

Introduction:

This document constitutes a request for sealed proposals for **Landscaping Services for the Courthouse Plaza Renovation** as set forth herein.

Consultant Eligibility: This procurement is open to those Consultants that satisfy the minimum qualifications stated herein, and that are available for work in Boone County.

Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Contract Terms and Conditions
 - 5) Proposal Submission Information
 - 6) Response/Pricing Page
- Instruction for Compliance with house Bill 1549
Work Authorization
Affidavit of Compliance with OSHA
Affidavit of Compliance with Prevailing Wage
Sample Performance Bond
Sample Labor & Material Payment Bond
Lumenbeam Specification
Concrete Technical Specification
Grass Paving Specification
Map of work area between Courthouse and Government Center
Prevailing Wage Order #18 with Excessive Unemployment
“No Bid” Response Form

2.2. Guideline for Written Questions:

- 2.2.1 All questions regarding this Request for Proposal should be submitted in writing no later than **5:00 p.m., Tuesday, April 24, 2012** in order to allow enough time for the County to issue an Addendum. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet by the County by posting the addendum on the County Web site at www.showmeboone.com (Select Purchasing, then Current Bid Opportunities). Submit questions to:

a. Melinda Bobbitt, CPPB
Director of Purchasing
Boone County Annex
613 E. Ash Street, Room 110
Columbia, Missouri 65201
Phone: (573) 886-4391
Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any addendum to this RFP is valid only if in writing and issued by the Boone County Purchasing Department. Verbal conversations or agreements with any officer, agent, or employee of the County which modify any terms or obligations of this RFP are invalid.

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

2.3.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$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 Employers' Liability Insurance for the protection of their employees not otherwise protected.

2.3.2. 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 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 \$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.

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 Owner's Protective Liability and Property Damage

Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result 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.

2.3.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the 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 any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

2.3.4. Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

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

2.4. Billing and Payment: All invoices must be submitted to the Boone County Facilities Maintenance Department. The County will issue progress payments based upon the percentage of work completed and accepted throughout the engagement and upon receipt of correct invoice. Complete and final payment shall be due and payable thirty (30) days after completion and acceptance of all items required by the contract and upon receipt of a request for said payment.

2.6. Designee: Boone County Commission, 801 E Walnut, Room 333, Columbia, MO 65201.



3. SCOPE OF SERVICES

3.1. PURPOSE AND BACKGROUND

The County of Boone – Missouri, hereafter referred to as the *County*, seeks a qualified consultant/contractor (hereinafter Offeror) for the purpose of constructing a renovation project to meet the objectives of those listed in the scope of services for the Courthouse Plaza Renovation Project.

The primary scope of services is to provide landscaping services which incorporate the design elements listed in the scope of services.

Courthouse Plaza Renovation Budget Range = \$100,000 - \$500,000 inclusive of all design, trades, materials, improvements, labor, fixtures, etc. needed to complete entire project.

Desired project completion date of October 31, 2012.

Parking, storage, and staging areas will not be available on site. All construction permits, city and county, are applicable. County permit fees shall be waived.

Copies of the design plans for the current courthouse plaza project will be made available upon request.

3.2 MINIMUM QUALIFICATIONS

The successful landscaping team should be able to demonstrate previous project experience, and the ability to deliver projects under budget and in the required time frame.

The landscaping team should be aware of and incorporate Life Safety, ADA, and applicable construction codes.

3.3 SCOPE OF WORK

Boone County wishes to obtain the services of a qualified Landscaping firm in preparing the conceptual design, supply, install, build and coordination necessary for the accomplishment of this project. This includes but is not limited to utilities and construction time line to allow for public and emergency access.

Offeror shall itemize schematic(s) with associated costs. County reserves the right to purchase design elements from multiple Offerors, so all Offerors must clearly outline any cost to County for purchasing select design elements even if Offeror is not the awarded the entire project contemplated by Offeror. County will only purchase individual elements from responsive proposals that have bid the entire project.

The Landscaping firm should provide the following services, including but not limited to:

- A. Develop and submit a conceptual drawing/plan including side elevation in contemplation of the following possible uses of the area:

Required Design Elements:

1. Overall design should facilitate potential uses of the area:
 - Boone County Government speaking events.
 - Lunch and break space.
 - Plays and musical events.
 - Local group events (First Night, Youth Service Day, Earth Dance, etc.)
2. Remove concrete as identified in the attached Technical Specification and re-install appropriate walking areas.
3. Proposed improvements to be low maintenance in both time commitment and costs to upkeep.
4. All plantings should be perennial and include a one year warranty.
5. Less concrete more green space (all grass areas to be irrigated).
6. Removal of round fountain.
7. Prefer River Fountain remain as a planter or propose different options. If the River fountain stays as a planter, please include an option of automatic waterers.

Option: If River Fountain is removed, “Blocks of Time” must be removed undamaged (or replaced at contractor cost from County vendor) and re-installed at another vertical area within the Courthouse Square.
8. Prefer wall with name plaques remain in place or propose different options.

Option: If walls are removed, “Blocks of Time” must be removed undamaged (or replaced at contractor cost from County vendor) and re-installed at another vertical area within the Courthouse Square.

Note: “Blocks of Time” tiles were purchased from Missouri Vocational Enterprises, PO Box 1898, Jefferson City, MO 65102. Cost to purchase and engrave the tiles was \$70.00 per ten tiles.
They were installed by Parham Contracting, PO Box 1714, Columbia, MO 6520 at a cost of \$150.00 per ten tiles.
9. Redesign the north entrance, reducing concrete surface area but maintaining an 8’ walking area/sidewalk with minimum 6’ on either side with drivable grass with the balance being a drivable surface (grass pave, etc). See number (1) below under “The Scoping Committee....”
10. Courthouse Square is the anchor of the “Avenue of Columns” thus elements from such Master Plan should be used for continuity.

Recommended design elements:

11. Welcoming entrance to plaza on south side and down play north side entrance.
 12. Permanent/temporary stage/gazebo (with greater access to electrical).
 13. Increased shade.
 14. Tables for public/employee lunches.
 15. Permanent plug-in speakers for County speaking events.
 16. Adequate, energy efficient lighting to support design elements and to ensure a safe environment.
 17. Signage/directory identifying features and building locations of the courthouse plaza.
 18. Seating, lighting, and other fixtures designed so as to support the various intended public purposes of the area while discouraging unintended uses (i.e., center-support benches; individual seats connected to tables, etc...).
- B. Submit an itemized cost estimate for the proposed design elements and renovation improvement on the Response/Pricing Page or an attachment to the Response/Pricing Page.
- C. Include a list identifying key team members.
- D. Submit a proposed construction time line.
- E. Provide a list of similar services accomplished on previously completed projects with before and after photographs with itemized budget and final cost.
- F. CONCRETE SIDEWALK REQUIREMENTS (sidewalks adjoining streets shall follow City of Columbia Codes)**
- a. All concrete shall be considered drivable surface and will have the following:
 - i. Shall follow Boone County Codes
 - ii. Six inch fiber reinforced concrete with PSI of 4000 over.
 - iii. Six inch minimum granular base over.
 - iv. Compacted soil subgrade.
 - v. Saw joints shall be 1.5 inches deep (1/4 the thickness of concrete).
- G. Lights on Memorials shall be replaced with Lumenpulse fixture (Lumenbeam, medium white & static colors, 277V.). See attached specification.

3.4 FEES AND EXPENSES

A fee proposal shall be submitted with the Response Page including estimates of landscaping fees, the basis for the proposed fees, and identification and estimate of reimbursable expenses and other costs associated with proposed services. The fee proposal shall state a not to exceed amount.

3.5. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES (The following schedule is provided for informational purpose. The County reserves the right to revise the schedule).

Issue Request for Proposal	March 15, 2012
Question and answer period	March 15, 2012 – April 24, 2012
Pre-Proposal Conference	April 5, 2012, 10:00 A.M., C.T.
Issue addendum to RFP	As necessary
Proposals due	May 1, 2012, 5:00 P.M. C.T.
Evaluate proposals	May 11, 2012
Invite short-listed proposals for interview	May 14, 2012
Conduct interviews	June 1, 2012
Notification by U.S. mail or e-mail to unsuccessful Offerors	June 15, 2012
Negotiate and finalize contract	June 15, 2012
Begin contract work	July 15, 2012



4.0. CONTRACT TERMS AND CONDITIONS

4.1. Contract Period: The contract term shall be the duration of the project.

4.2. Contract Documents: The successful Offeror 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 Offeror desires to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their response. County reserves the right to modify any proposed form agreement or withdraw its award to a successful Offeror if any proposed agreement contains terms and conditions inconsistent with its request or are unacceptable to county legal counsel.

4.3. Provisions for Termination: The contract may be terminated by the County for any of the following reasons or under any of the following circumstances.

4.3.1. Due to a material breach of any term or condition of this agreement.

4.3.2. If in the opinion of the Boone County Commission, delivery of product/s services are delayed or product/services delivered are not in conformity with the contract documents.

4.3.3. If appropriations are not made available and budgeted for in any calendar year.

4.4. The successful Offeror is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

4.5. Offeror must clearly state in writing any restrictions or deviations from these specifications. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with the technical and financial requirements, contract terms and conditions as described in these specifications. The proposal of the Contractor will be included as part of the final contract.

4.6. Award will be made by written notification from the Purchasing Director. This written notice shall be deemed to result in a binding contract which shall be governed by the laws of the State of Missouri as adopted and in force on the date of the agreement.

4.7. Offeror agrees to furnish services and to perform the project within the stated completion schedule, and in strict compliance with requirements stated in the RFP Document.

4.8. Offeror agrees to comply with all federal, state and local requirements, laws, rules and ordinances governing the particular services required for the performance of the contract.

4.9. Offeror proposes and agrees to accept, as full compensation for furnished services, the price submitted in response to the RFP document. All related costs associated with providing the services specified shall be considered by both County and Offeror to be included within this quoted price. The

county shall not pay, nor be liable for, any additional cost including, but not limited to taxes, insurance, interest, penalties, termination payments, attorney fees, liquidation damages, etc.

4.10. Payment for service shall be made upon final approval of the Boone County Facilities Maintenance Manager or designated representative.

4.11. Offeror agrees that no modification of any provision contained in the contract shall be made, or construed to be made, unless such modification is mutually agreed to by both parties and incorporated in a written amendment to the contract approved by the Purchasing Director.

4.12. Offeror 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 Offeror 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.

4.13. Offeror agrees it will not pay 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 the 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 Offeror 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 Offeror by the Owner.

4.14. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

4.15. The Offeror is familiar with the requirements of 292.675 RSMo. The Offeror 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. (See attached Compliance With OSHA)

4.16. The Offeror 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. (See attached Compliance With Prevailing Wage Law)

4.17. The Offeror 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 Offeror 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 Offeror.

4.18. The Offeror shall ascertain the presence and location of utilities within the work area. The Offeror shall notify and coordinate the utility that may be affected by the work.

The Offeror 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. Offeror 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, Offeror 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 Offeror, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Offeror or a subcontract for part of the services), of anyone directly or indirectly employed by Offeror or by any subcontractor, or of anyone for whose acts the Offeror or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Offeror expressly waives any action for Contribution against the County on behalf of the Offeror, any subcontractor (meaning anyone, including but not limited to consultants having a contract with Offeror or a subcontract for part of the services), anyone directly or indirectly employed by Offeror or by any subcontractor, or of anyone for whose acts the Offeror or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

4.19. The County of Boone is an equal opportunity affirmative action employer pursuant to federal and state law, and all respondents submitting proposals shall be considered to be employers in compliance with federal and state laws, unless otherwise stipulated.

4.20. Work Authorization Certification – If Offeror's proposal is in excess of \$5,000, Offeror must complete the Work Authorization Certification form (See attached Work Authorization form).

4.21. Before an award can be made Offeror must supply proof of enrolment in the E-Verification program. (See attached Instructions for Compliance With House Bill 1549)

4.22. Upon award of the Contract, the successful offeror 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.



5. PROPOSAL SUBMISSION INFORMATION

5.1. RESPONSE TO PROPOSAL

5.1.1. Submission of Proposals:

5.1.1.1. When submitting a proposal, the Offeror should include the **original and eleven (11) additional copies**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
Boone County Annex
613 E. Ash Street, Room 110
Columbia, MO 65201

b. The proposals must be delivered no later than **5:00 p.m. on May 1, 2012**. Proposals will not be accepted after this date and time.

5.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal as described below and in section 5.1.4.

a. Each distinctive section should be titled with paragraph number and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal response.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

5.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

5.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County

employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

5.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 5.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 5.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 5.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 5.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

5.1.3. Evaluation and Award Process:

- 5.1.3.1. The County has selected an evaluation team to review responses and to make a formal recommendation for award to the County Commission. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluation team will use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

A. Method of Performance

- 1. **Project Approach/Methodology** – Include a complete description of the Consultants proposed approach and methodology for the project. This section should convey the Consultant understands the proposed project.
- 2. **Work Plan** – Include the project requirements and proposed tasks, services and activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the proposal should contain sufficient detail to convey to the members of the evaluation team the Consultant's knowledge of the subjects, and skills necessary to successfully complete the project. Include any required involvement by the Boone County Facilities Maintenance staff. The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.
- 3. **Project Schedule** – Include a project schedule indicating when the elements of the work will be completed and when deliverables will be provided.

4. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract.

B. Experience/Expertise

1. Submit list of projects with comparable scope and time line requirements.
2. Provide resumes and references as described in 5.1.4.

C. Cost

Identification of Costs – Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to provide a fully detailed budget including estimated construction time, construction costs, supplies, equipment, and any additional contractual services.

- 5.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

5.1.4. Evaluation:

- 5.1.4.1. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 5.1.4.2. **Qualifications Statement/References:** The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP

- a. State the names and capacity of the professional staff assigned to work on the County account and a brief resume of their background and experience. The proposal should also include how the professional personnel will operate organizationally and the name and the title of the person who will direct the work.
- b. The Offeror shall have previous experience and completed similar-type of landscape renovation projects. Name other county governments, agencies, or municipalities for which you have provided similar services in the last five (5) years and provide a current contact name, email address and phone number for each account.
- c. Include a cover letter identifying the Offeror and stating the address of the office in closest proximity to the project site.

- 5.1.4.3. Where the words "shall" or "must" are used, they signify a mandatory requirement and will heavily impact the Offeror's final response rating and will be used to determine responsiveness of Offeror.

- 5.1.4.4. Where the words "should", "may" or "desired" are used, they signify that the feature/capacity/service is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.

5.1.5. Rejection / Withdrawal of Proposals Response:

Rejection of Proposals The County reserves the right, at its discretion, to reject any or all proposals or parts thereof. The County reserves the right to waive defects or informalities, to negotiate with Offerors and to accept the proposal deemed to be in the best interest of the County.

Withdrawal of Proposals Proposals may be withdrawn on written request from the Offeror at the address shown in the solicitation prior to the time of acceptance.

Negligence on the part of the Offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

5.1.6. Validity of Proposal Response:

Offerors agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

5.1.7. Award: Any contract awarded as a result of this Request for Proposal is contingent upon the availability of funding.

expenses, sub-consultant fees and any other costs anticipated by the respondent to satisfy the purpose of this Request for Proposal.

6.1.2. Please Include a Not to Exceed Amount for all Services to be Rendered for the project described herein.

6.1.3. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:

Organization:

Address:

E-mail:

Phone Number:

Fax:

6.1.4. Detail all warranties on fixtures or systems and include any applicable owner manuals.

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

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

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

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

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

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

Additional information may be obtained from:

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

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW
(Returned to County at the completion of project)

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

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

As Principal, hereinafter called Contractor, and

a Corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, 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:

**BOONE COUNTY, MISSOURI
19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation**

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 _____, 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 PRESENTS, that we,

_____ ,
as Principal, hereinafter called Contractor, and

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

_____ DOLLARS

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

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

BOONE COUNTY, MISSOURI

19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

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

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

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

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

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

1. Unless claimant, other than one having a direct contact with the Contractor, shall have given
written notice to any two of the following: the Contractor, the Owner, or the Surety above
named, within ninety (90) days after such claimant did or performed the last of the work or

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

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

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

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

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

CONTRACTOR _____ (SEAL)

BY: _____

SURETY COMPANY _____

BY: _____
(Attorney-In-Fact)

BY: _____
(Missouri Representative)

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

SPECIFICATION SHEET

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MEDIUM
WHITE & STATIC COLORS

Client: _____
 Project name: BOONE COUNTY COURT HOUSE
 Order #: LBM-ADVISE-40K-ADVISE-NONE-ADVISE-NO-SY
 Type: _____ Qty: 12

FEATURES AND BENEFITS

Physical :

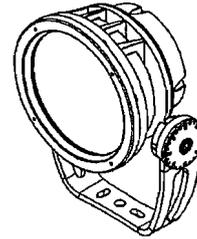
- low copper content high pressure die-cast aluminum housing
- Heavy aluminum formed yoke (standard yoke included)
- Stainless steel hardware
- Silicone sealing devices
- Clear tempered glass
- Dual chamber design for heat management and ease of maintenance
- Electro-statically applied polyester powder coat finish
- 3.05 kg / 6.7 lbs
- IP66
- EPA. Front = 0.46 sq. ft. Side = 0.37 sq. ft.

Performance :

- Minimum 1fc (10.7 lux) @ 238 feet (72.5m) distance (4000K, 6° optic)
- 1,400 delivered lumens and 56,521 candelas of nodir (4000K, 6° optic)
- 6°, 10°, 20° or 40°, Elliptical distribution on 10° and 40° optics
- lumen maintenance L70 @ 25°C - 120,000 hrs
- lumen measurements comply with LM - 79 - 08 standard
- Operating temperatures : -25°C to 50°C.

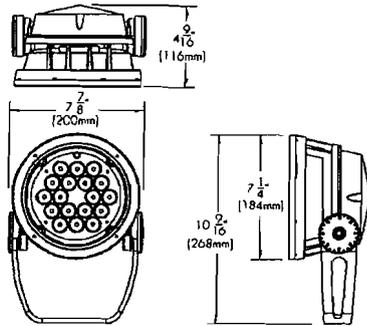
Electrical :

- line voltage luminaire for 120 to 277V
- Power and data in 1 cable, 3ft cord (#16-5)
- 27 watts
- 0-10 volt, DMX or DALI dimming options



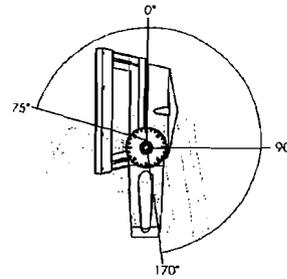
Wiring detail

WIRE COLOR / USE	
GREEN	GROUND
WHITE	NEUTRAL
BLACK	LIVE 120-277V
RED	0-10V / DATA +
ORANGE	0-10V / DATA -



Standard Yoke (as shown, included)

5 year warranty



Standard Yoke Mounting
Adjustable pivot limits

1/11 Lumenpulse 1/3: Richardson, Suite 7503, Montreal #Dumais Canada H3K 1G6 1 877 927 5003 F 514 937 3003 T 514 937 6289
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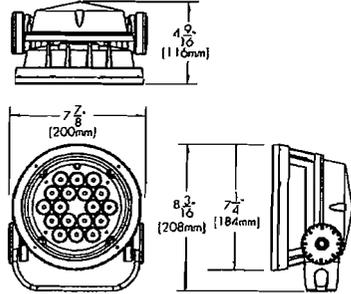
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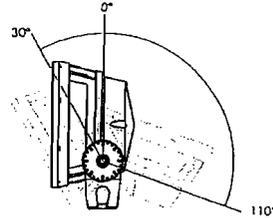
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MEDIUM
WHITE & STATIC COLORS

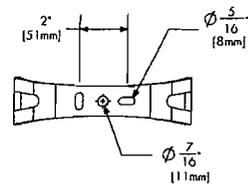
MOUNTING OPTIONS



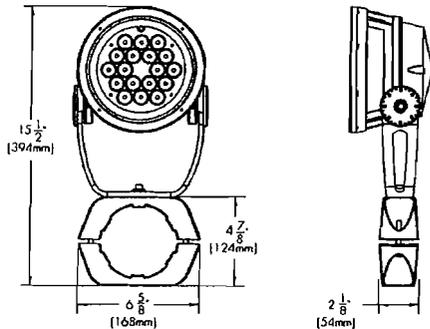
SY
Short Yoke Mounting



Short Yoke mounting adjustable pivot limits



Standard and Short Yoke mounting holes pattern



PM
Round Pole Mounting Accessory
*Consult factory for square pole section



PM4-1, PM4.5-1, PM5-1
Round Pole Mounting accessory single fixture



PM4-2, PM4.5-2, PM5-2
Round Pole Mounting accessory twin fixtures

When **PM4-2, PM4.5-2 or PM5-2** are specified, one bracket assembly is supplied per 2 fixtures unless otherwise specified.

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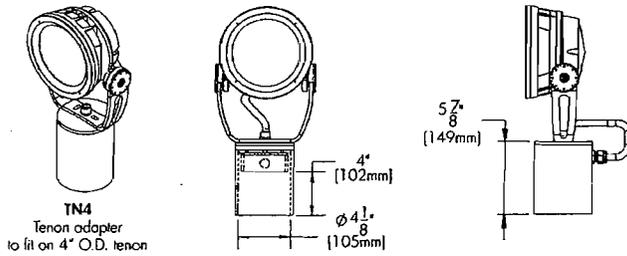
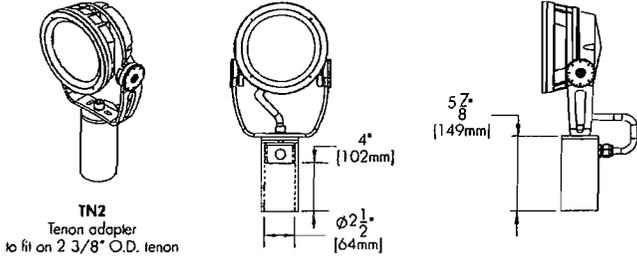
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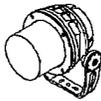
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MEDIUM
WHITE & STATIC COLORS

MOUNTING OPTIONS - continued from page 2



ACCESSORIES



SN
Snoot
(interior surface
painted black)



VS
Visor
(interior surface
painted black)



WG
Wire Guard



LSLA
Linear Spread
Lens Adjustable



LSLH
Linear Spread lens
Horizontal distribution
(factory installed)



LSLV
Linear Spread lens
Vertical distribution
(factory installed)

*The snoot, visor, wire guard and adjustable linear spread lens accessories cannot be combined on the same fixture.

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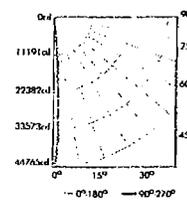
PHOTOMETRICS

MEDIUM
WHITE & STATIC COLORS

Lumenbeam Medium
2700K
5° beam

Lamping 28.5 W
lumens 1120
Efficacy 39 lm/W

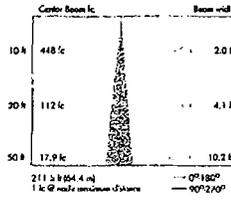
Polar Candela Distribution



Candela Table

0	22.5	45	67.5	90
0	44765	44765	44765	44765
5	12840	12840	12840	12840
15	198	198	198	198
25	55	55	55	55
35	15	15	15	15
45	12	12	12	12
55	6	6	6	6
65	2	2	2	2
75	0	0	0	0
85	0	0	0	0
90	0	0	0	0

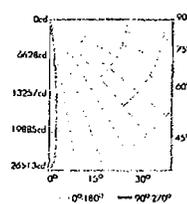
Illuminance at Distance



Lumenbeam Medium
3000K
10° beam

Lamping 28.5 W
lumens 994
Efficacy 34 lm/W

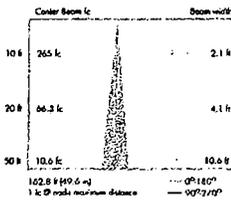
Polar Candela Distribution



Candela Table

0	22.5	45	67.5	90
0	26513	26513	26513	26513
5	11439	11439	11439	11439
15	464	464	464	464
25	36	36	36	36
35	14	14	14	14
45	8	8	8	8
55	5	5	5	5
65	2	2	2	2
75	0	0	0	0
85	0	0	0	0
90	0	0	0	0

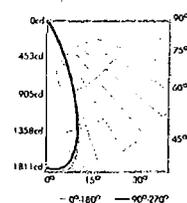
Illuminance at Distance



Lumenbeam Medium
2700K
40° beam

Lamping 28.5 W
lumens 871
Efficacy 30 lm/W

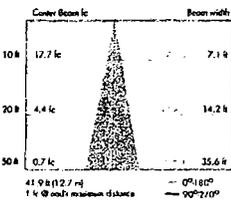
Polar Candela Distribution



Candela Table

0	22.5	45	67.5	90
0	1763	1763	1763	1763
5	1802	1802	1790	1779
15	1474	1440	1433	1437
25	552	462	485	520
35	85	63	73	74
45	15	13	14	14
55	6	6	6	6
65	3	2	3	3
75	1	1	1	1
85	0	0	0	0
90	0	0	0	0

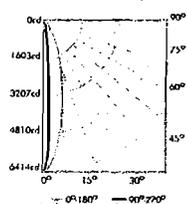
Illuminance at Distance



Lumenbeam Medium
2700K
10° x 15° beam

Lamping 28.5 W
lumens 839
Efficacy 29 lm/W

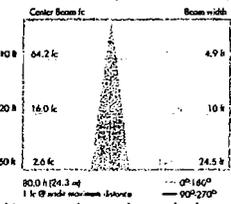
Polar Candela Distribution



Candela Table

0	22.5	45	67.5	90
0	6414	6414	6414	6414
5	2927	3217	4079	5224
15	187	237	451	1268
25	34	35	51	257
35	17	19	21	59
45	9	10	11	17
55	4	5	6	8
65	2	2	3	4
75	1	1	2	2
85	0	0	1	0
90	0	0	0	0

Illuminance at Distance



Photometric data based on test results from an independent NIST traceable testing lab. IES data is available at www.lumenpulse.com/en/support. Always refer to our website download section for the latest updates of our IES files.

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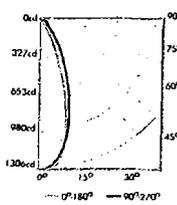
PHOTOMETRICS

MEDIUM
WHITE & STATIC COLORS

Lumenbeam Medium
2700K
40° optic

Power 28.5 W
Lumens 732
Efficacy 25 lm/W

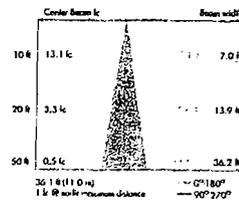
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	1306	1306	1306	1306	1306
5	1293	1292	1285	1276	1271
15	893	917	961	973	959
25	271	310	426	520	576
35	48	59	116	209	276
45	15	17	29	51	92
55	8	8	10	34	55
65	4	4	4	17	48
75	2	2	2	5	14
85	0	0	0	0	0
90	0	0	0	0	0

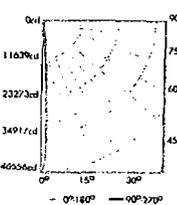
Illuminance at Distance



Lumenbeam Medium
3000K
60° optic

Power 27.1 W
Lumens 1185
Efficacy 43 lm/W

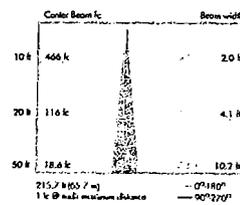
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	4656	4656	4656	4656	4656
5	1364	1364	1364	1364	1364
15	216	216	216	216	216
25	59	59	59	59	59
35	16	16	16	16	16
45	9	9	9	9	9
55	6	6	6	6	6
65	0	0	0	0	0
75	0	0	0	0	0
85	0	0	0	0	0
90	0	0	0	0	0

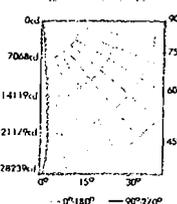
Illuminance at Distance



Lumenbeam Medium
3000K
10° optic

Power 26.8 W
Lumens 1017
Efficacy 37 lm/W

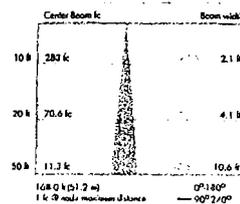
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	2823	2823	2823	2823	2823
5	1132	1132	1132	1132	1132
15	470	470	470	470	470
25	31	31	31	31	31
35	12	12	12	12	12
45	6	6	6	6	6
55	3	3	3	3	3
65	1	1	1	1	1
75	0	0	0	0	0
85	0	0	0	0	0
90	0	0	0	0	0

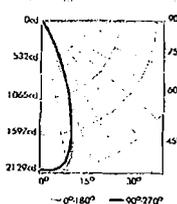
Illuminance at Distance



Lumenbeam Medium
3000K
40° optic

Power 28.8 W
Lumens 1027
Efficacy 35 lm/W

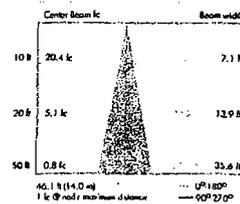
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	2041	2041	2041	2041	2041
5	2099	2101	2089	2077	2074
15	1252	1215	1099	1099	1072
25	439	548	574	598	563
35	97	74	85	84	83
45	18	16	17	18	20
55	7	7	7	8	8
65	3	3	4	4	4
75	1	1	1	1	1
85	0	0	0	0	0
90	0	0	0	0	0

Illuminance at Distance



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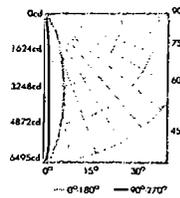
MEDIUM
WHITE & STATIC COLORS

PHOTOMETRICS

Lumenbeam Medium
3000K
10° x 15° optic

Power 26.2 W
Lumens 835
Efficacy 31 lm/W

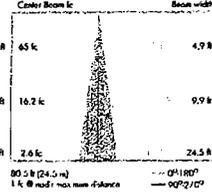
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	6495	6495	6495	6495	6495
5	2899	3185	4063	5767	5756
15	176	231	445	1253	3075
25	31	31	47	248	1387
35	17	19	20	58	558
45	9	10	11	17	149
55	5	5	6	8	164
65	2	2	3	4	137
75	1	1	1	2	66
85	0	0	0	0	1
90	0	0	0	0	0

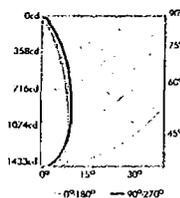
Illuminance at Distance



Lumenbeam Medium
3000K
10° x 15° optic

Power 28.2 W
Lumens 799
Efficacy 28 lm/W

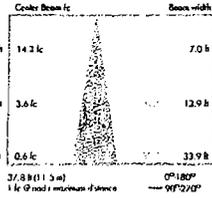
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	1433	1433	1433	1433	1433
5	1414	1412	1404	1397	1392
15	989	1026	1051	1062	1049
25	299	318	404	557	575
35	82	84	127	220	248
45	16	18	32	78	96
55	8	8	10	38	63
65	4	4	4	20	50
75	1	1	1	5	17
85	0	0	0	0	0
90	0	0	0	0	0

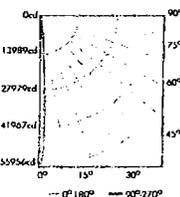
Illuminance at Distance



Lumenbeam Medium
4000K
10° x 15° optic

Power 27.7 W
Lumens 1400
Efficacy 50 lm/W

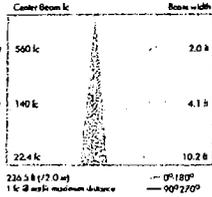
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	5595	5595	5595	5595	5595
5	1605	1658	1605	1605	1605
15	248	248	248	248	248
25	69	69	69	69	69
35	19	19	19	19	19
45	15	15	15	15	15
55	7	7	7	7	7
65	2	2	2	2	2
75	0	0	0	0	0
85	0	0	0	0	0
90	0	0	0	0	0

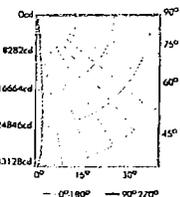
Illuminance at Distance



Lumenbeam Medium
4000K
10° x 15° optic

Power 26.7 W
Lumens 1242
Efficacy 46 lm/W

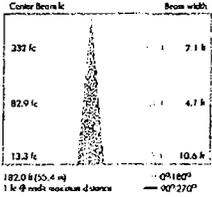
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	3312	3312	3312	3312	3312
5	1429	1429	1429	1429	1429
15	580	580	580	580	580
25	46	46	46	46	46
35	18	18	18	18	18
45	10	10	10	10	10
55	5	5	5	5	5
65	2	2	2	2	2
75	0	0	0	0	0
85	0	0	0	0	0
90	0	0	0	0	0

Illuminance at Distance



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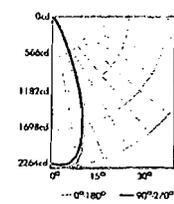
lumenbeam™

PHOTOMETRICS

MEDIUM
WHITE & STATIC COLORS

Lumenbeam Medium
4000K
40° Full-Cut
Lamping 24.6 W
Lumens 1089
Efficacy 43 lm/W

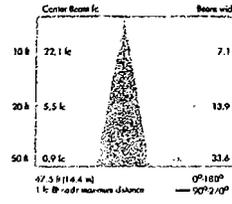
Polar Candela Distribution



Candela Table

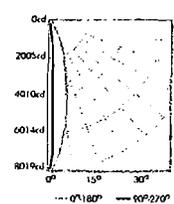
	0	22.5	45	67.5	90
0	2200	2200	2200	2200	2200
5	2233	2254	2238	2225	2224
15	1842	1801	1792	1797	1756
25	960	529	612	650	588
35	106	78	91	93	86
45	19	17	18	18	20
55	8	7	8	8	8
65	4	3	4	3	4
75	1	1	1	1	1
85	0	0	0	0	0
90	0	0	0	0	0

Illuminance at Distance



Lumenbeam Medium
4000K
167° Full-Cut
Lamping 28.6 W
Lumens 1049
Efficacy 36 lm/W

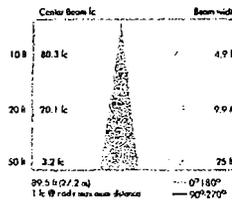
Polar Candela Distribution



Candela Table

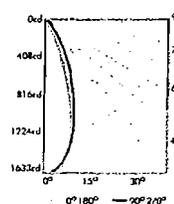
	0	22.5	45	67.5	90
0	8019	8019	8019	8019	8019
5	3559	4022	5100	6531	7106
15	228	296	564	1586	2843
25	43	44	64	321	1742
35	22	24	26	74	693
45	11	12	14	22	127
55	5	6	7	10	216
65	3	3	4	5	127
75	1	1	2	2	62
85	0	0	0	1	0
90	0	0	0	0	0

Illuminance at Distance



Lumenbeam Medium
4000K
40° Full-Cut
Lamping 29.6 W
Lumens 915
Efficacy 30 lm/W

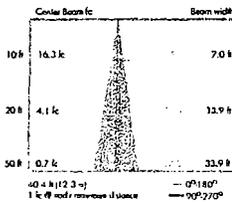
Polar Candela Distribution



Candela Table

	0	22.5	45	67.5	90
0	1633	1633	1633	1633	1633
5	1616	1615	1606	1599	1580
15	1117	1146	1201	1212	1199
25	339	388	523	650	657
35	60	73	146	261	283
45	19	21	37	89	115
55	10	10	12	43	69
65	5	5	6	22	60
75	2	2	2	6	18
85	0	0	0	0	0
90	0	0	0	0	0

Illuminance at Distance



Photometric data based on test results from an independent NIST traceable testing lab. IES data is available at www.lumenpulse.com/en/support. Always refer to our website download section for the latest updates of our IES files.

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EM - R12

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SPECIFICATION SHEET

lumenbeam™

MEDIUM
WHITE & STATIC COLORS

ACCESSORIES

Order separately

Control Systems:

- LTO** lumentouch is a wall mount DMX 512 controller keypad
- LCU** lumencue is a USB / mini SD DMX 512 controller
- LID** lumenID is a serializing and addressing DMX 512 controller. It must be specified on all DMX applications. Refer to LID specification sheet for details.

CBOX :

iCBOX-__V-__-__ Interior DMX 512 data box.
Data input and output, M20 provision holes with plugs.
Voltage input and output, M20 provision holes with plugs.
Up to six outputs to fixtures, M20 provision holes with plugs.
Please specify desired input voltage and finish.
Refer to iCBOX specification sheet for details.

CBOX-__V-__-__ DMX 512 data box.
Data input and output, M20 provision holes with plugs.
Voltage input and output, M20 provision holes with plugs.
Up to six outputs to fixtures, M20 provision holes with plugs.
Please specify desired input voltage and finish.
Refer to CBOX specification sheet for details.

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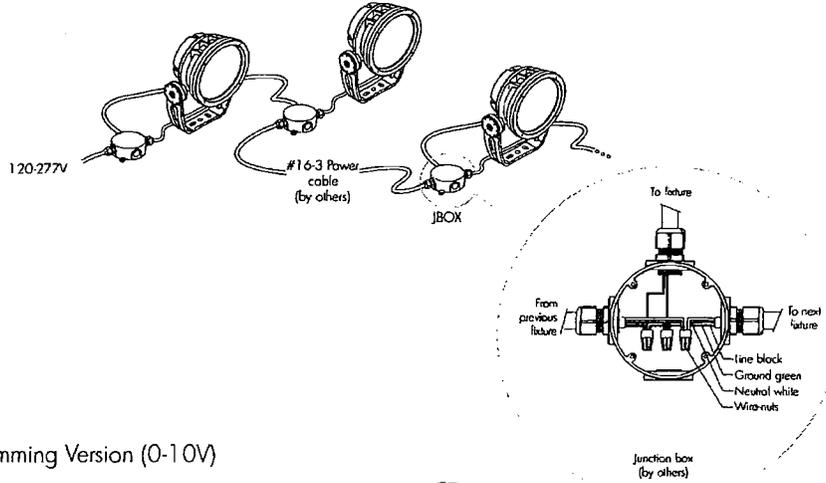
SPECIFICATION SHEET

lumenbeam™

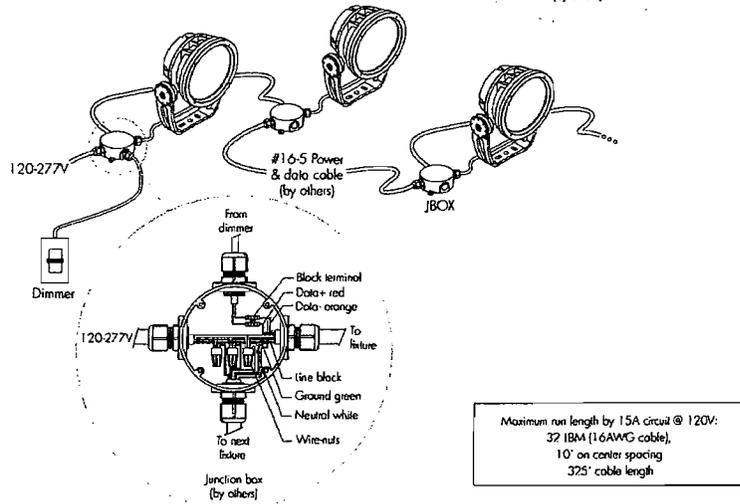
TYPICAL WIRING DIAGRAMS

MEDIUM
WHITE & STATIC COLORS

Non-Dimming Version



Dimming Version (0-10V)



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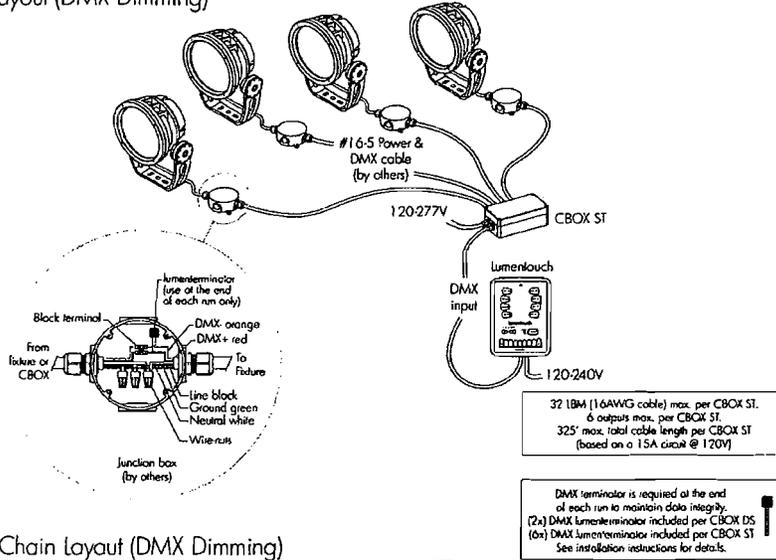
SPECIFICATION SHEET

lumenbeam™

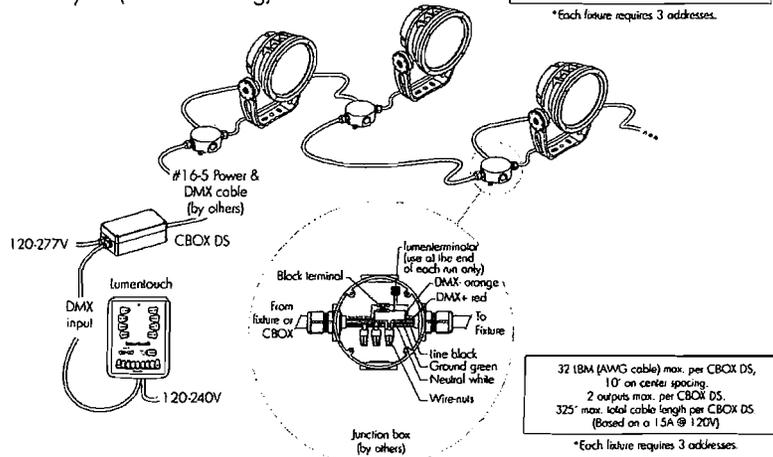
MEDIUM
WHITE & STATIC COLORS

TYPICAL WIRING DIAGRAMS - continued from page 9

Star layout (DMX Dimming)



Daisy Chain layout (DMX Dimming)



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ENA-R12

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SPECIFICATION SHEET

lumenbeam™

MEDIUM
WHITE & STATIC COLORS

HOW TO ORDER

LBM	advise	40k	advise		advise	no	sy
Housing	Voltage	Colors and color temperatures	Optic	Accessories	Finish	Dimming	Option
1	2	3	4	5	6	7	8
1							
Housing:				Accessories:			
LBM - Lumenbeam™ Medium				SN - Snoot (interior surface painted black) VS - Visor (interior surface painted black) WG - Wire Guard LSLA - Linear Spread Lens Adjustable LSIH - Linear Spread Lens Horizontal distribution LSIV - Linear Spread lens Vertical distribution			
2							
Voltage:				Finish:			
120 - 120 volts 208 - 208 volts 240 - 240 volts 277 - 277 volts				SI - Silver SandText BK - Black SandText WH - White CC - Custom (please specify RAL color)			
3							
Colors and Color temperatures:				Dimming:			
27K - 2700K 30K - 3000K 40K - 4000K RD - Red GR - Green BL - Blue				DIM - 0-10V Dimming option DMX - DMX Dimming option (3 addresses per fixture) DALI - DALI Dimming option NO - No Dimming			
4							
Optic:				Option:			
VN - Very Narrow 6°  NS - Narrow Spot 10°  NF - Narrow Flood 20°  FL - Flood 40° 				PM5-1 - 5" [127mm] ø Round Pole Mounting, single fixture PM4.5-1 - 4.5" [114mm] ø Round Pole Mounting, single fixture PM4-1 - 4" [102mm] ø Round Pole Mounting, single fixture PM5-2 - 5" [127mm] ø Round Pole Mounting, twin fixtures PM4.5-2 - 4.5" [114mm] ø Round Pole Mounting, twin fixtures PM4-2 - 4" [102mm] ø Round Pole Mounting, twin fixtures TN2 - Tenon adapter for 2 3/8" [60mm] ø O.D. TN4 - Tenon adapter for 4" [102mm] ø O.D. SY - Short Yoke			

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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

3.2 INSTALLATION

Placement of Portland cement concrete pavement shall comply with **Section 231 of the Boone County Roadway Regulations Chapter II.**

END OF SECTION

02750-PORTLAND CEMENT
CONCRETE PAVING

TS.32

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

- A. 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

- A. 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

02775-CONCRETE SIDEWALK

TS.35

TECHNICAL SPECIFICATION - Grasspave2 with 92% Void Space and Hydrogrow Mixture
CSI Master Format 32 12 43 Flexible Porous Pavement (Section 02795 Porous Pavement)

PART 1 - GENERAL

1.01 General Provisions

- A. The Conditions of the Contract and all Sections of Division 1 are hereby made a part of this Section.

1.02 Description of Work

A. Work Included:

1. Provide and install sandy gravel road base as per Geotechnical Engineer's recommendations and/or as shown on drawings, to provide adequate support for project design loads. See 2.02 Materials.
2. Provide Grasspave2 Paving System products including Grasspave2 units, Hydrogrow soil polymer, and installation per the manufacturer's instructions furnished under this section.
3. Provide and install clean sharp sand to fill the Grasspave2 units, when needed.
4. Provide and install grass by using sod or hydroseeding.

B. Related Work:

1. Subgrade preparation under Section 31 20 00 Earth Moving (02200 – Earthwork).
2. Utilities and subsurface drainage - Section 33 40 00 Storm Drainage Utilities (02700 – Subsurface Drainage and Structures), as needed.
3. Irrigation installation - Section 32 80 00 Irrigation (02810 Irrigation), when needed.

1.03 Quality Assurance

- A. Follow Section 01 33 23 Shop Drawings, Product Data, and Samples (01340 Shop Drawings, Product Data, and Samples) requirements.
- B. Installation: Performed only by skilled workpeople with satisfactory record of performance on landscaping or paving projects of comparable size and quality.

1.04 Submittals

- A. Submit manufacturer's product data and installation instructions.
- B. Submit a 10" x 10" section of Grasspave2 material for review. Reviewed and accepted samples will be returned to the contractor.
- C. Submit material certificates for base course and sand fill materials.

1.05 Delivery, Storage, and Handling

- A. Protect Grasspave2 units from damage during delivery and store under tarp to protect from sunlight, when time from delivery to installation exceeds one week. Keep Hydrogrow in a dark and dry location.

1.06 Project Conditions

- A. Review installation procedures and coordinate Grasspave2 work with other work affected. Generally, Grasspave2 is installed at the same time as project grass installation, nearly the last site construction activity.
- B. All hard surface paving adjacent to Grasspave2 areas, including concrete walks and asphalt paving must be completed prior to installation of Grasspave2.
- C. Gradients for grass porous paving surfaces can vary from flat to 20%, depending upon vehicle types to use the surface. Please note that fire lanes, or other emergency vehicles, will generally require a gradient that is less than 6%. If there are any questions regarding existing gradients on this project, please contact the Project Designer, or Invisible Structures, Inc.
- D. Cold weather:
 1. Do not use frozen materials or materials mixed or coated with ice or frost. Be careful in handling rolls of Grasspave2 in temperatures below 50 degrees F, as product connectors

become stiff and can separate, and the individual units will retain the roll curl until warmed to room temperature (aided by placement in sun for 15 to 20 minutes). If cold weather is anticipated, Grasspave2 can be shipped in flat sheets that measure 1-meter (40") square.

2. Do not build on frozen work or wet, saturated or muddy subgrade.
- E. Protect partially completed paving against damage from other construction traffic when work is in progress, and until grass root system has matured (about 3 to 4 weeks). Any barricades constructed must still be accessible by emergency and fire equipment during and after installation.
- F. Protect adjacent work from damage during Grasspave2 installation.

PART 2 - PRODUCTS

2.01 Availability

- A. Manufacturer: (Grasspave2, Hydrogrow) Invisible Structures, Inc., 1600 Jackson Street., Suite 310, Golden, Colorado 80401. Call from USA and Canada 800-233-1510 toll free, International 303-233-8383, Fax 303-233-8282.
- B. Local Sales Representative: (Contact Manufacturer)

2.02 Materials

- A. Base Course: Sandy gravel material from local sources commonly used for road base construction, passing the following sieve analysis.

Sieve	%Passing
1"	100
3/4"	90-100
3/8"	70-80
#4	55-70
#10	45-55
#40	25-35
#200	3-8

1. Sources of the material can include either "pit run" or "crusher run." Crusher run material will generally require sharp sand to be added to mixture (33% by volume) to ensure long-term porosity. If there is difficulty in finding local sources to meet this sieve analysis, and alternative mixture can be created by mixing 2/3 crushed drainage rock (0.75" dia) with 1/3 coarse, well-draining sand (AASHTO M6 or ASTM C-33).
2. Selected materials should be nearly neutral in pH (range from 6.5 to 7.2) to provide adequate root zone development for turf.
3. Alternative materials such as crushed shell, limerock, and/or crushed lava may be considered for base course use, provided they are mixed with sharp sand (33%), and brought to proper compaction.
(Crushed shell and limerock alone can set up like concrete without sand added.)
- B. Hydrogrow Mix: A proprietary soil amendment manufactured by Invisible Structures, Inc., provided with Grasspave2.
- C. Grasspave2 Grass Paving Units:
 1. Lightweight injection-molded plastic units 0.5x0.5x0.025m (20"x20"x1" high, 2.7 ft2 each) with hollow rings rising from a strong open grid allowing maximum grass root penetration and growth.
 2. Unit weight = 510 g (18 oz.), volume = 8% solid.
 3. The plastic shall be 100% pre-consumer recycled HDPE plastic resin, with minimum 3% carbon black concentrate added for UV protection.
 4. Loading capability is equal to 402 kg/cm2 (5721 psi, 823,824 psf, 7.4 million psy, 39,273 kPA, 3707 tons/sq.yd.) when filled with sand, over an appropriate depth of base.
 5. Grasspave2 is shipped in pre-assembled rolls that vary from 10 square meters (108 sf) to 50 square meters (1345 sf).
 6. Male/Female Fastener Tensile Strength (from a Pull Test) is equal to 80,208 N/m (450 lbsf/in.).
 7. Standard color is black.

Any products failing to meet these standards will be rejected.

- D. Sand: To fill the 25 mm (one inch) high rings and spaces between the rings when seeding or using 13 mm (half inch) thick sod (soil thickness):
(Choose one of the following paragraphs to suit project requirements.)
1. Coarse, well-draining sand (washed concrete sand- AASHTO M6 or ASTM C-33).
 2. United States Golf Association (USGA) greens (section) sand mix – “The Root Zone Mixture.”
- E. Grass: Use species resistant to wear by traffic generally a Blue/Rye/Fescue mix used for athletic fields in northern climates, and Zoysia, Fescue, or Bermuda types in southern climates. (Check with local sod and seed suppliers for preferred mixtures.) (Dedicated fire lanes can use same grass species used on surrounding turf.) (Parking applications require greatest wear-resistant species possible, generally available only by seed or sprigging.)
(Choose one of the following paragraphs to suit project requirements.)
1. Sod: Use 13 mm (0.5") thick (soil thickness) rolled sod from a reputable local grower. Species should be wear resistant, free from disease, and in excellent condition. Sod shall be grown in sand or sandy loam soils only. Sod grown in soils of clay, silt, or high organic materials such as peat, will not be accepted.
 2. Seed: Use seed materials, of the preferred species for local environmental and projected traffic conditions, from certified sources. Seed shall be provided in containers clearly labeled to show seed name, lot number, net weight, % weed seed content, and guaranteed % of purity and germination. Pure Live Seed types and amount shall be as shown on plans.
- F. Mulch: (Needed only for seeding.) Shall be of wood or paper cellulose types of commercial mulch materials often used in conjunction with hydroseeding operations. Mulches of straw, pine needles, etc. will not be acceptable because of their low moisture holding capacity.
- G. Fertilizer: A commercial "starter" fertilizer, with Guaranteed Analysis of 17-23-6, or as recommended by local grass supplier, for rapid germination and root development.
- H. Grasspave2 Sign: A sign to identify the presence of Grasspave2 paving, stating that special maintenance is required, with the Manufacturer's phone number, and made of durable materials for outdoor exposure shall be provided and installed.
- I. Fire lane Signage & Delineation: Fire lanes must be identified regarding their entrance and physical location with the placement of signs, gates, curbs, bollards, etc. Specific signage wording and other details must be coordinated with and approved by local fire authorities.

PART 3 - EXECUTION

3.01 Inspection

(It is recommended that Fire Department inspectors be scheduled to inspect installation of Grasspave2 during preparation of the subbase, installation of the base course, and installation of Grasspave2 units. Most small projects can accommodate these inspections all on the same day. Verify with Fire Department if certificates of inspection are required.)

- A. Examine subgrade and base course installed conditions. Do not start Grasspave2 installation until unsatisfactory conditions are corrected. Check for improperly compacted trenches, debris, and improper gradients.
- B. Installation constitutes acceptance of existing conditions and responsibility for satisfactory performance. If existing conditions are found unsatisfactory, contact Project Manager for resolution.

3.02 Preparation

(Ensure that subbase materials are structurally adequate to receive designed base course, wearing course, and designed loads. Generally, excavation into undisturbed normal strength soils will require no additional modification. Fill soils and otherwise structurally weak soils may require modifications, such as geotextiles, geogrids, and/or compaction (not to exceed 90%). Ensure that grading and soil porosity of the subbase will provide adequate subsurface drainage.)

- A. Place base course material over prepared subbase to grades shown on plans, in lifts not to exceed 150 mm (6"), compacting each lift separately to 95% Modified Proctor. Leave minimum 25 mm (1") to 35 mm (1.5") for Grasspave2 unit and sand/sod fill to Final Grade.

- B. Spread all Hydrogrow mix provided (spreader rate = 4.53 kg per 100 m² (10 lbs per 1076 ft²) evenly over the surface of the base course with a hand-held, or wheeled, rotary spreader. The Hydrogrow mix should be placed immediately before installing the Grasspave2 units to assure that the polymer does not become wet and expanded when installing the units.

3.03 Installation of Grasspave2 Units

- A. Install the Grasspave2 units by placing units with rings facing up, and using pegs and holes provided to maintain proper spacing and interlock the units. Units can be easily shaped with pruning shears or knife. Units placed on curves and slopes shall be anchored to the base course, using 16d Common nails with fender washer, as required to secure units in place. Tops of rings shall be between 6 mm to 13 mm (0.25" to 0.5") below the surface of adjacent hard-surface pavements.
- B. Install sand in rings as they are laid in sections by "back-dumping" directly from a dump truck, or from buckets mounted on tractors, which then exit the site by driving over rings already filled with sand. The sand is then spread laterally from the pile using flat bottomed shovels and/or wide "asphalt rakes" to fill the rings. A stiff bristled broom should be used for final "finishing" of the sand. The sand must be "compacted" by using water from hose, irrigation heads, or rainfall, with the finish grade no less than the top of rings and no more than 6 mm (0.25") above top of rings.

3.04 Installation of Grass

(Choose one paragraph below to meet grass installation method desired.)

- A. (Preferred method) Hydroseeding/hydro-mulching - A combination of water, seed and fertilizer are homogeneously mixed in a purpose-built, truck-mounted tank. The seed mixture is sprayed onto the site at rates shown on plans and per hydroseeding manufacturer's recommendations. Coverage must be uniform and complete. Following germination of the seed, areas lacking germination larger than 20 cm x 20 cm (8" x 8") must be reseeded immediately. Seeded areas must be fertilized and kept moist during development of the turf plants.
- B. Install thin sod directly over sand filled rings, filled no higher than the top of the rings. Sod strips should be placed with very tight joints. Sodded areas must be fertilized and kept moist during root establishment (minimum of 3 weeks). Sodded areas must be protected from any traffic, other than emergency vehicles, for a period of 3 to 4 weeks, or until the root system has penetrated and established well below the Grasspave2 units.
- C. Install grass seed at rates per grass type. A light "dusting" of commercial topsoil mix, not to exceed 1/2" (25 mm) can be placed above the rings and seed mix to aid germination rates. Seeded areas must be fertilized and kept moist during development of the turf plants.

3.05 Protection

(Choose one paragraph below to match grass installation method.)

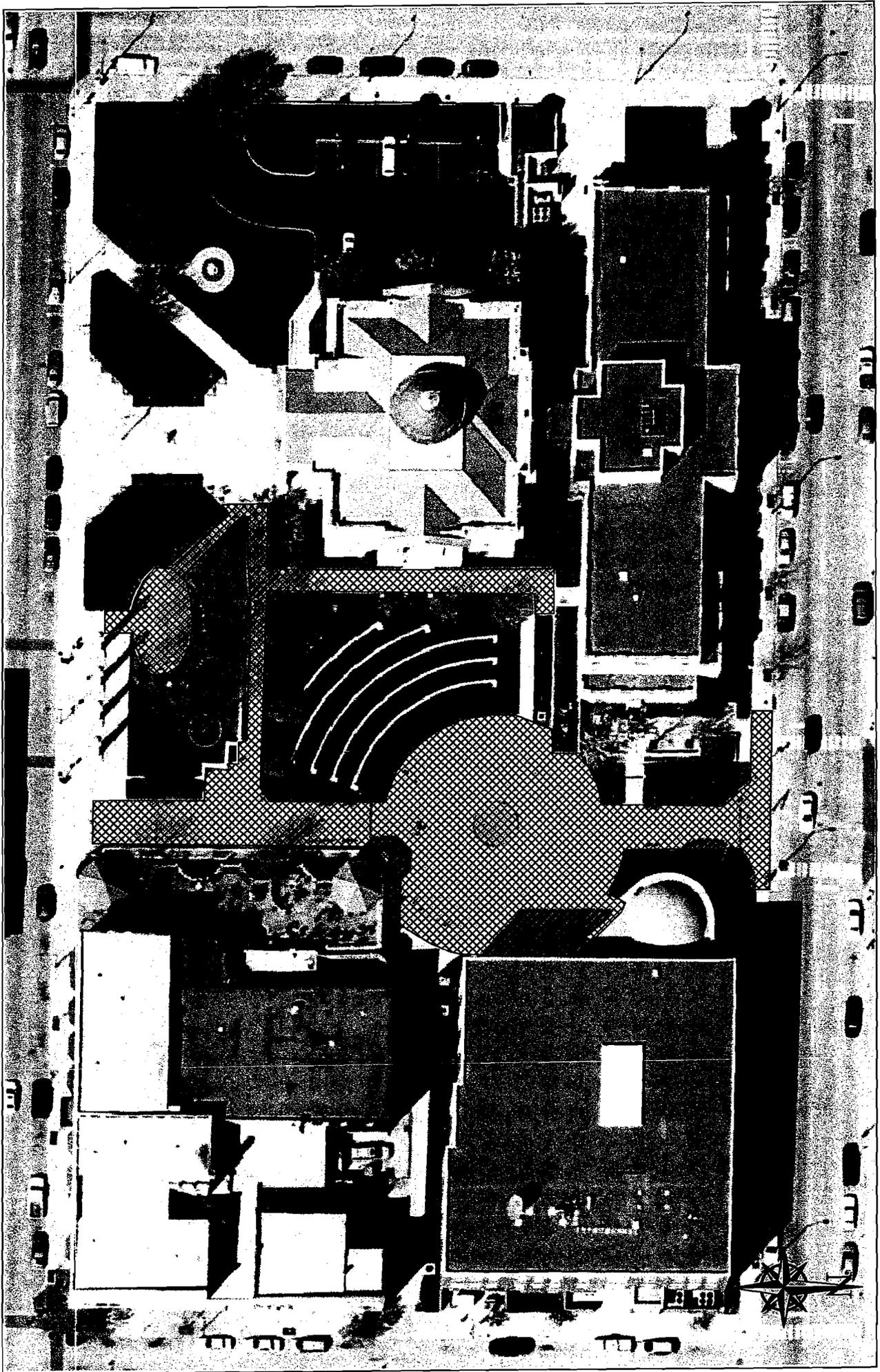
- A. Seeded areas must be protected from any traffic, other than emergency vehicles, for a period of 4 to 8 weeks, or until the grass is mature to handle traffic.
- B. Sodded areas must be protected from any traffic, other than emergency vehicles, for a period of 3 to 4 weeks, or until the root system has penetrated below the Grasspave2 units.

3.06 Cleaning

- A. Remove and replace segments of Grasspave2 units where three or more adjacent rings are broken or damaged, reinstalling as specified, so no evidence of replacement is apparent.
- B. Perform cleaning during the installation of work and upon completion of the work. Remove all excess materials, debris, and equipment from site. Repair any damage to adjacent materials and surfaces resulting from installation of this work.

END OF SECTION

If you have any questions regarding this specification, please call Invisible Structures, Inc. 1-800-233-1510, overseas call 303-233-8383. *Version 02/2011*



- [Home](#)
- [Labor Standards](#)
- [Prevailing Wage](#)
- Excessive Unemployment

Excessive Unemployment and Restrictive States

"EXCESSIVE UNEMPLOYMENT IS IN EFFECT"

During times of high unemployment, state law permits the Department's Division of Labor Standards to declare that excessive unemployment is in effect, allowing only workers from certain states to work on the Missouri's public works projects. Public works projects are construction projects funded wholly or partially from public funds, or are projects that benefit the public such as but not limited to schools, parks, fire houses, and government buildings. The excessive unemployment law does not apply to projects funded in part by Federal Funds.

Restrictive states have laws in place restricting Missouri workers to work on their public works projects. Workers from these states are also not allowed to work on Missouri's public works projects.

Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. (See Sections 290.550 through 290.580 RSMo). To file a complaint against a contractor for employing a worker from one of the restrictive states below on a Missouri public works project, submit the [complaint form](#) online for the Division to investigate.

Restrictive States- workers from these states are NOT allowed to be employed on Missouri public works projects: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

Non-Restrictive States- workers from these states are allowed to be employed on Missouri public works projects: Alabama, Arkansas, Georgia, Hawaii, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Nebraska, New Hampshire, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wisconsin.

Missouri Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 18

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

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2011

Last Date Objections May Be Filed: April 11, 2011

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			\$30.76	55	60	\$18.11
Boilermaker			\$32.31	57	7	\$23.95
Bricklayers - Stone Mason			\$28.20	59	7	\$14.33
Carpenter	6/11		\$24.09	60	15	\$12.40
Cement Mason	6/11		\$25.43	9	3	\$10.45
Electrician (Inside Wireman)			\$30.18	28	7	\$11.94 + 13%
Communication Technician			USE ELECTRICIAN (INSIDE WIREMAN) RATE			
Elevator Constructor		a	\$40.945	28	54	\$21.505
Operating Engineer						
Group I	6/11		\$25.81	86	66	\$21.43
Group II	6/11		\$25.81	86	66	\$21.43
Group III	6/11		\$24.56	86	66	\$21.43
Group III-A	6/11		\$25.81	86	66	\$21.43
Group IV	6/11		\$23.58	86	68	\$21.43
Group V	6/11		\$26.51	88	68	\$21.43
Pipe Fitter		b	\$34.00	91	69	\$21.43
Glazier		c	\$26.35	122	78	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.36	42	44	\$10.94
First Semi-Skilled			\$22.36	42	44	\$10.94
Second Semi-Skilled			\$21.36	42	44	\$10.94
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter			USE CARPENTER RATE			
Marble Mason			\$20.62	124	74	\$12.68
Millwright	6/11		\$25.09	60	15	\$12.35
Iron Worker			\$27.51	11	8	\$18.30
Painter	6/11		\$20.80	18	7	\$10.92
Plasterer			\$24.29	94	5	\$12.12
Plumber		b	\$34.00	91	69	\$21.43
Pile Driver	6/11		\$25.09	60	15	\$12.35
Roofer			\$27.90	12	4	\$12.59
Sheet Metal Worker			\$26.90	40	23	\$13.35
Sprinkler Fitter	6/11		\$30.84	33	19	\$17.00
Terrazzo Worker			\$27.48	124	74	\$14.32
Tile Setter			\$20.62	124	74	\$12.68
Truck Driver - Teamster						
Group I	6/11		\$24.50	101	5	\$9.30
Group II	6/11		\$25.15	101	5	\$9.30
Group III	6/11		\$24.85	101	5	\$9.30
Group IV	6/11		\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045
Welders - Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

*SEE FOOTNOTE PAGE

ANNUAL WAGE ORDER NO. 18

6/11

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

NO. 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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 7:00 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.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

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

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

NO. 66: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 8:00 a.m. and ending at 4:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 8:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7½) hours work. Third shift will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hour work.

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

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

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

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

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

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

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

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

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

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

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

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

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

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

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

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

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

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeymen	6/11	\$29.52	7	16	\$12.35
Millwright	6/11	\$29.52	7	16	\$12.35
Pile Driver Worker	6/11	\$29.52	7	16	\$12.35
OPERATING ENGINEER					
Group I	6/11	\$24.89	21	5	\$21.33
Group II	6/11	\$24.54	21	5	\$21.33
Group III	6/11	\$24.34	21	5	\$21.33
Group IV	6/11	\$20.69	21	5	\$21.33
Oiler-Driver	6/11	\$20.69	21	5	\$21.33
LABORER					
General Laborer	6/11	\$25.16	2	4	\$10.92
Skilled Laborer	6/11	\$25.76	7	16	\$10.92
TRUCK DRIVER - TEAMSTER					
Group I		\$26.57	22	19	\$9.85
Group II		\$26.73	22	19	\$9.85
Group III		\$26.72	22	19	\$9.85
Group IV		\$26.84	22	19	\$9.85

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

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

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

**BOONE COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

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

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

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (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 work day 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). Make-up days shall not be utilized for days lost due to holidays. 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.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

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

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 interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**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. 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. 19: 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.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Adair, Audrain, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Macon, Maries, Marion, Miller, Moniteau, Monroe, Montgomery, Morgan, Oregon, Osage, Perry, Phelps, Pike, Pulaski, Putnam, Rails, Randolph, Reynolds, Ripley, St. Charles, St. Francois, St. Louis City, St. Louis County, Ste. Genevieve, Schuyler, Scotland, Shannon, Shelby, Sullivan, Texas, Warren, and Washington.

COMMERCIAL WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 42%
Lineman Operator	\$30.24	\$4.75 + 42%
Groundman	\$23.38	\$4.75 + 42%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: 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.

UTILITY WORK

Occupational Title	Basic	Total
	Hourly	Fringe
	Rate	Benefits
Journeyman Lineman	\$35.03	\$4.75 + 39.55%
Lineman Operator	\$30.24	\$4.75 + 39.55%
Groundman	\$23.38	\$4.75 + 39.55%

OVERTIME RATE: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 8:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

HOLIDAY RATE: 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 Bid” Response Form

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

Melinda Bobbitt, CPPB, Director
(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 PROPOSAL RESPONSE

If you do not wish to respond to this RFP 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.

RFP: 19-01MAY12 – Landscaping Services for Courthouse Plaza Renovation

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting Proposal Response :

EPLS

Excluded Parties List System



Search - Current Exclusions

- > Advanced Search
- > Multiple Names
- > Exact Name and SSN/TIN
- > MyEPLS
- > Recent Updates
- > Browse All Records

View Cause and Treatment Code Descriptions

- > Reciprocal Codes
- > Procurement Codes
- > Nonprocurement Codes

Agency & Acronym Information

- > Agency Contacts
- > Agency Descriptions
- > State/Country Code Descriptions

OFFICIAL GOVERNMENT USE ONLY

- > Debar Maintenance
- > Administration
- > Upload Login

EPLS Search Results

Search Results for Parties Excluded by

Firm, Entity, or Vessel : rost
State : MISSOURI

As of 24-Jul-2012 6:05 PM EDT

Save to MyEPLS

Your search returned no results.

[Back](#) [New Search](#) [Printer-Friendly](#)

Resources

- > Search Help
- > Advanced Search Tips
- > Public User's Manual
- > FAQ
- > Acronyms
- > Privacy Act Provisions
- > News
- > System for Award Management (SAM)

Reports

- > Advanced Reports
- > Recent Updates
- > Dashboard

Archive Search - Past Exclusions

- > Advanced Archive Search
- > Multiple Names
- > Recent Updates
- > Browse All Records

Contact Information

- > For Help: Federal Service Desk

Company ID Number: 221923

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

Employer Rost Landscaping & Design Inc.

Toby Rost

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/16/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

06/16/2009

Date

Company ID Number: 221923

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Rost Landscaping & Design Inc.

Company Facility Address: 2450 Trails West Avenue

Columbia, MO 65202

Company Alternate
Address:

County or Parish: BOONE

Employer Identification

Number: 431573734

North American Industry
Classification Systems

Code: 238

Parent Company: _____

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

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

- MISSOURI 1 site(s)

Company ID Number: 221923

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

Name: **Mary K Fitch**
Telephone Number: **(573) 445 - 4465** Fax Number: **(573) 446 - 0899**
E-mail Address: **mfitc@rostlandscaping.com**

Name: **Toby A Rost**
Telephone Number: **(573) 445 - 4465** Fax Number: **(573) 446 - 0899**
E-mail Address: **toby@rostlandscaping.com**

(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.

Toby Rost President

Name and Title of Authorized Representative



Signature

7-25-12

Date

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

Rost Landscaping & Design, Inc.

2450 Trails West Avenue, Columbia, MO 65202

as Principal, hereinafter called Contractor, and American Safety Casualty Insurance Company

909 S. Meridian, Suite 700, Oklahoma City, OK 73108

a Corporation, organized under the laws of the State of Oklahoma
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 (\$788,847.28) Seven Hundred Eighty-Eight Thousand Eight Hundred Forty-Seven Dollars & 28/100THS 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 August 2, 2012 entered into a
Contract with Owner for:

**BID NUMBER 19-01MAY12
Landscaping Services for Courthouse Plaza Renovation
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.

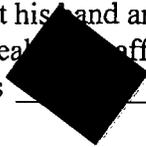
The Surety hereby waives notice of any alteration or extension of time made by the Owner.

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  affixed by its Attorney-In-Fact at Sedalia, Missouri, on this day of , 20 .

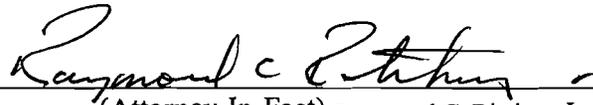
Rost Landscaping & Design, Inc.
(Contractor)

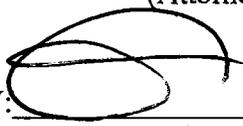
(SEAL)

BY: 

American Safety Casualty Insurance Company
(Surety Company)

(SEAL)

BY: 
(Attorney-In-Fact) Raymond C. Ritchey, Jr.

BY: 
(Missouri Representative) Casey M. Parisoff

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

Surety Contact Name: Raymond C. Ritchey, Jr.
Phone Number: (816) 525-3156
Address: 252 NW Executive Way
Lee's Summit, MO 64063



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Raymond C. Ritchey, Jr., Casey M. Parisoff, Robert S. Kendrick, Randall A. Russell, George R. Thompson, Jr., Kathryn E. Johnson, Cheryl A. Maxwell, Norma J. Maude, Vickie J. Nickel of Lee's Summit, MO

its true and lawful attorney-in-fact, for it and its name, place, and stead to execute on behalf of the said Company, as surety, bonds, undertaking and contracts of suretyship to be given to

ALL OBLIGEEES

provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

***** THREE MILLION*** (\$3,000,000.00) DOLLARS*****

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company of the 25th day of April, 2012.

RESOLVED, that the President in conjunction with the Secretary or any Assistant Secretary may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bands, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any power of attorney previously granted to such persons.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company: (i) when signed by the President or any Vice-President and attested and sealed (if a seal is required) by any Secretary or Assistant Secretary or (ii) when signed by the President or any Vice-President or Secretary or Assistant Secretary, and counter-signed and sealed (if a seal is required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal is required) by one or more attorney-in-fact or agents pursuant to and within the limits of the authority evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effects as though manually affixed.

IN WITNESS WHEREOF, American Safety Casualty Insurance Company has caused its official seal to be hereunto affixed, and these presents to be signed by its President and attested by its Secretary this 25th day of April, 2012.

Attest:

Ambuj Jain
Ambuj Jain



Joseph D. Scolio, Jr.
Joseph D. Scolio, Jr.

STATE OF GEORGIA)
COUNTY OF COBB)

On this 25th day of April, 2012, before me personally came Joseph D. Scolio, Jr. to me known, who, being by me duly sworn, did depose and say that he is the President of American Safety Casualty Insurance Company, a corporation as described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is the corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto



Benson Lee Jeffress
Benson Lee Jeffress, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia

Dated this _____ day of _____



Ambuj Jain
Ambuj Jain

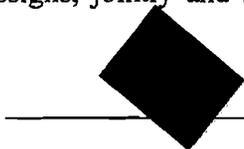
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, Rost Landscaping & Design, Inc.
2450 Trails West Avenue, Columbia, MO 65202,
as Principal, hereinafter called Contractor, and American Safety Casualty Insurance Company
909 S. Meridian, Suite 700, Oklahoma City, OK 73108

a corporation organized under the laws of the State of Oklahoma, 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 Oblige, hereinafter called Owner,
for the use and benefit of claimants as herein below defined, in the amount of

Seven Hundred Eighty-Eight Thousand Eight Hundred Forty-Seven Dollars & 28/100THS DOLLARS

(\$ 788,847.28), 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

**BID NUMBER 19-01MAY12
Landscaping Services for Courthouse Plaza Renovation
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.

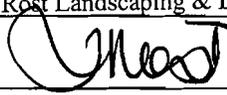
2. After the expiration of one (1) year following the date on which Contractor ceased work on said contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to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

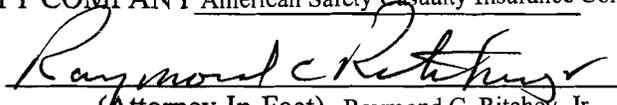
D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or 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 Sedalia, Missouri on this 2nd day of August 2012.

CONTRACTOR Rost Landscaping & Design, Inc. (SEAL)

BY: 

SURETY COMPANY American Safety Casualty Insurance Company

BY: 
(Attorney-In-Fact) Raymond C. Ritchey, Jr.

BY: 
(Missouri Representative) Casey M. Parisoff

(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)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that American Safety Casualty Insurance Company has made, constituted and appointed, and by these presents does make, constitute and appoints

Raymond C. Ritchey, Jr., Casey M. Parisoff, Robert S. Kendrick, Randall A. Russell, George R. Thompson, Jr., Kathryn E. Johnson, Cheryl A. Maxwell, Norma J. Maude, Vickie J. Nickel of Lee's Summit, MO

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Attest:

Ambuj Jain
Ambuj Jain



Joseph D. Scollie, Jr.
Joseph D. Scollie, Jr.

STATE OF GEORGIA)
COUNTY OF COBB)

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Benson Lee Jeffress
Benson Lee Jeffress, Notary Public

I, the undersigned, Secretary of American Safety Casualty Insurance Company, an Oklahoma corporation, DO HEREBY CERTIFY, that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney, is now in force.

Signed and sealed in the City of Atlanta, in the State of Georgia



Dated this _____ day of _____

Ambuj Jain
Ambuj Jain

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of August 20 12

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

Now on this day the County Commission of the County of Boone does hereby request that County Clerk Wendy Noren conduct a signature verification process on the "Putting Kids First" petition as contemplated in RSMo Sec. 116.120, and further requests the County Clerk to certify the results of the verification process to the County Commission.

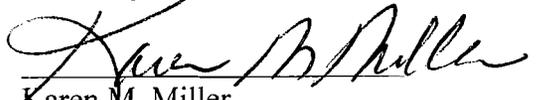
Done this 2nd day of August, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

August Session of the July Adjourned

Term. 20 12

In the County Commission of said county, on the 2nd day of August 20 12

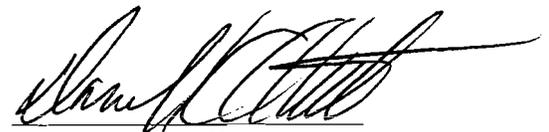
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Friday, August 3, 2012, at 3:00 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.

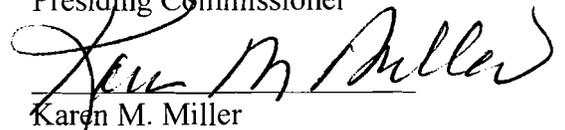
Done this 2nd day of August, 2012.

ATTEST:

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



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner

Absent
Skip Elkin
District II Commissioner